



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH

ROY COOPER  
GOVERNOR

MANDY COHEN, MD, MPH  
SECRETARY

DANIEL STALEY  
DIRECTOR

February 28, 2017

**MEMORANDUM**

**Agreement #9460**

TO: Yolanda D. Hill, CFO/Owner  
Balanced Nutrition, Inc.  
4015 Sassafras Court  
Greensboro NC 27410-8481

FROM: Mary Anne Burghardt, MS, RD, Interim Head  
Nutrition Services Branch

SUBJECT: **Approval for the Child and Adult Care Food Program**

We have approved your institution for participation in the Child and Adult Care Food Program (CACFP) for **Fiscal Year 2016-2017**. We welcome your participation in the CACFP and appreciate your desire to provide quality services in your community. You may begin claiming for reimbursement on the date noted below.

First Claim Date for New Facilities: 2/28/17

If you have questions, please contact your Regional Consultant, **Joyce Bonner** at **(336) 214-6207**.

Enclosures

MB/lmc

cc: Joyce Bonner  
Office of the Controller  
File

WWW.NCDHHS.GOV  
TEL 919-707-5800 • FAX 919-870-4818  
LOCATION: 5601 SIX FORKS ROAD • RALEIGH, NC 27609  
MAILING ADDRESS: 1914 MAIL SERVICE CENTER • RALEIGH, NC 27699-1914  
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**Child and Adult Care Food Program  
Transmittal Form**

Agreement Number: 9460  
 Institution Name: Balanced Nutrition, Inc. Center Name: \_\_\_\_\_  
 Address: 4015 Sassafras Ct. Address: \_\_\_\_\_  
 City, State, and Zip Code: Greensboro, NC 27410-8481 City, State, and Zip Code: \_\_\_\_\_  
 New Address  New Address

**Update:**  **New Institution:** Fiscal Year: \_\_\_\_\_  
 Specific Prior Written Approval:  Yes  No Multi-State Sponsor:  Yes  No  
 Type: (Check all applicable)  
 Independent  
 Sponsoring Organizations of Centers Affiliated: \_\_\_\_\_ Unaffiliated: \_\_\_\_\_  
 Sponsoring Organization of Homes Number of Homes: \_\_\_\_\_  
 Check One:  Non Profit  For Profit  Public

- Amendments:**
- Statement of Authority (CAC 18)
  - Truth of Applications and Names and Addresses
  - Budget
  - Management Plan
  - Change in Institution Type
  - Food Service Contract (CAC 16 or 17) Attachments A & B
  - Meal Count by Name
  - Federal ID Number
  - Other: \_\_\_\_\_

- Center Addition:**
- Unaffiliated Centers only:
- Agreement CAC 8C
  - Attachments A-E
  - Tax Exempt (If Applicable)
  - Budget (CAC 9A)
  - Information on Owners and Principals-Facility
  - Certification of Single Exclusive CACFP Agreement-Facility
  - Participant Eligibility Information for New Centers Summary
  - Contractors Certification
  - Reviewed ND: \_\_\_\_\_ Date: \_\_\_\_\_  
(Consultant Initials)
  - Tax Revocation List: \_\_\_\_\_ Date: \_\_\_\_\_  
(Consultant Initials)
- All Centers:
- License
  - Center Application (CAC 7)
  - Sanitation Report
  - Food Service Contract (CAC 16 or 17) (If Applicable)
  - Attachments A & B
- At Risk Centers
- Occupancy Permit (as applicable in lieu of sanitation report)

- Center Deletion:**
- Letter from Institution

**Address Change:**  Independent Institution:  Sponsoring Organization:  Center:  
 Request from Institution  Request from Institution  Request from Institution  
 License  License  License

**Meal Service Change:**  Letter from institution or Amended CAC7

Meal Type:	Circle One	Meal Service Times (for adds and changes only)	Meal Type:	Circle One	Meal Service Times (for adds and changes only)
Breakfast	Add/Change/Delete	_____	PM Snack	Add/Change/Delete	_____
AM Snack	Add/Change/Delete	_____	Supper	Add/Change/Delete	_____
Lunch	Add/Change/Delete	_____	Evening Snack	Add/Change/Delete	_____

Signature: \_\_\_\_\_  
 (First Party Reviewer)

Date: 2/27/17

Approval Signature: Comodoro Williams  
 (Second Party Reviewer)

Date: 2/28/17

Sponsoring Organizations of Day Care Homes and Centers - New  
(Unaffiliated and Affiliated)

Institution Name: Balanced Nutrition, Inc. Agreement #: \_\_\_\_\_

Please Check (✓) each item after completion in the first column. Failure to accurately complete all required documents, and submit the required number of documents requested may delay program approval.

Form (Form No.)	Institution (use only)	SNP Regional Consultant (use only)	Special Nutrition Programs (use only)
<b>For Sponsoring Organizations of Unaffiliated Centers ONLY</b>			
Agreement between Sponsoring Organization and Facility (CAC 8C) (Unaffiliated centers only) # submitted <u>1</u>	✓	✓	✓
Attachment A-General Terms and Conditions Sponsored Centers	✓	✓	✓
Attachment B- Certifications Sponsored Centers	✓	✓	✓
Attachment C- Notice of Certain Reporting and Audit Requirements, if applicable Sponsored Centers	✓	✓	✓
Attachment D - State Grant Certification -No Overdue Tax Debts, if applicable Sponsored Centers	✓	✓	✓
Attachment E -Conflict of Interest Policy Sponsored Centers	✓	✓	✓
State Certification - Contractor Certifications	✓	✓	✓
Current federal, state or local license (One for each facility/center) # submitted <u>1</u>	✓	✓	✓
Information on Owners and Principals-Facility	✓	✓	✓
Certification of Single Exclusive CACFP Agreement-Facility	✓	✓	✓
Center Application (CAC 7)(one for each center)	✓	✓	✓
Tax exempt letter for private nonprofit centers	N/A	N/A	
Sponsored Centers Budget (CAC 9A)	✓	✓	
Sanitation Report	✓	✓	
Fire Inspection Report	✓	✓	
At Risk Centers ONLY			
Institution Certification Regarding Dual Participation	N/A	NA	
Participant Information New Centers Summary	✓	✓	
At Risk Centers	N/A	NA	
<b>The following forms will need to be included ONLY if you or your sponsored centers will be receiving catered meals</b>			
Food Service Contract Public Schools (CAC 16) Attachment A-General Terms and Conditions	N/A	NA	
Attachment B- Certifications	✓	✓	
Food Service Management Contract (CAC 17) Attachment A-General Terms and Conditions	✓	✓	
Attachment B- Certifications	✓	✓	
Total Food Dollars \$ _____	✓	✓	
Quotes (3) for Food Service Contracts (School Food Authorities excluded)	✓	✓	
Include copies of all written quotes for all contracts between \$5001-\$150,000. Submit copies of bids for all contracts over \$150,000			

You are not authorized to claim meal reimbursement until you receive the final approval letter from N.C. Department of Health and Human Services.

**FOR STATE AGENCY USE ONLY:**

Date Received	12/07/16	2/1/17
Date Returned if incomplete	12/14/16	2/13/17
Date received from institution	1/30/17	2/13/17
2 <sup>nd</sup> Date Returned if incomplete	1/30/17	
2 <sup>nd</sup> Date received from institution	2/13/17	
3 <sup>rd</sup> Date Returned if incomplete	2/10/17	
3 <sup>rd</sup> Date received from institution	2/14/17	
Date mailed to 2 <sup>nd</sup> party reviewer	2/21/17	
Date 2 <sup>nd</sup> party reviewer mailed to Raleigh		2/21/17

To be completed by SNP Consultant:

Verified DUNS Number: 12.15.16  
Reviewed ND: 12.15.16  
Reviewed Tax Revocation List: 12.15.16  
Consultant Initials: AK  
Date: 12.15.16

4<sup>th</sup> date received 2/22/17

RECEIVED

DEC 07 2016

DHHS PUBLIC HEALTH  
 NUTRITION SERVICES

CHILD AND ADULT CARE FOOD PROGRAM  
 APPLICATION PROCESS CHECKLIST

Sponsoring Organizations of Day Care Homes and Centers - New  
 (Unaffiliated and Affiliated)

Institution Name: Balanced Nutrition, Inc.

Agreement #: \_\_\_\_\_

Please Check (✓) each item after completion in the first column. Failure to accurately complete all required documents, and submit the required number of documents requested may delay program approval.

Form (Form No.)	Institution (use only)	SNP Regional Consultant (use only)	Special Nutrition Programs (use only)
<b>Sponsoring Organizations of Affiliated And Unaffiliated Facilities</b>			
CACFP Application Process Checklist	✓	✓	
Program Agreement (DHHS CAC 2)	✓	✓	
Attachment A-General Terms and Conditions	✓	✓	
Attachment B- Federal Certifications	✓	✓	
Attachment C- Notice of Certain Reporting and Audit Requirements, if applicable	✓	✓	
Attachment D - State Grant Certification	✓	✓	
No Overdue Tax Debts, if applicable	✓	✓	
Attachment E -Conflict of Interest Policy	✓	✓	
State Certification - Contractor Certifications	✓	✓	
Institution Application	✓	✓	
Administrative Budget (DHHS CAC 8A-Homes)	N/A	N/A	
Administrative Budget (DHHS CAC 8A-Centers)	N/A	N/A	
Management Plan (DHHS CAC 8G)	✓	✓	
Media Release for SOs of Centers	✓	✓	
Media Release for SOs of Day Care Homes	✓	✓	
Statement of Authority (DHHS CAC 18)	✓	✓	
Preaward Compliance	✓	✓	
Certification Regarding Other Publicly Funded Programs	✓	✓	
Certification Regarding Criminal Convictions	✓	✓	
Truth of Applications and Names and Addresses	✓	✓	
Information on Owners and Principals	✓	✓	
Certification of Single Exclusive CACFP Agreement	✓	✓	
CACFP Fact Sheet	✓	✓	
IRS Letter of Tax Exempt Status (private nonprofits)	✓	✓	
Nondiscrimination Policy	✓	✓	
Free/Reduced Price Policy Statement for SO's of Day Care Homes	✓	✓	
Free/Reduced Price Policy Statement for SO's of Centers	✓	✓	
Participant Eligibility Information for New Centers Summary	✓	✓	
Certification of Eligibility - for Profit Institutions	✓	✓	
Sponsor Training Certification	✓	✓	
Outside Employment Policy	✓	✓	
Certificate of Attendance - Potential Institution Training	✓	✓	
<b>For Sponsoring Organizations of Affiliated Centers ONLY</b>			
Current federal, state or local license (One for each facility/center) # submitted _____	N/A		
Center Application (CAC 7)(one for each center)	✓		
Tax exempt letter for private nonprofit centers	✓		
Sponsored Centers Budget (CAC 9A)	✓		
Sanitation Report (one for each facility/center)	✓		
Fire Inspection Report (one for each facility/center)	✓		
<b>At Risk Centers ONLY (Additional Forms)</b>			
Institution Certification Regarding Dual Participation	N/A		
Participant Information New Centers Summary At Risk Centers	✓		
State or Local Health and Safety Inspection or Current Occupancy Permit	✓		
<b>For Sponsoring Organization of Day Care Homes (ONLY)</b>			
Agreement between Sponsoring Organization and Day Care Home Provider (CAC 8D)	Not at this time		
Day Care Home Application (CAC 8B)	N/A		
Current Day Care Home License	✓		
State Certification - Contractor Certifications	✓		
Information on Owners and Principals-Facility	✓		
Certification of Single Exclusive CACFP Agreement -Facility	✓		

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

**APPLICATION PROCESS CHECKLIST**  
**SPONSORING ORGANIZATIONS OF CENTERS and DAY CARE HOMES – New**

*Balanced Nutrition*

Institution Name \_\_\_\_\_

Agreement Number \_\_\_\_\_

Check (✓) each item after completion in the first column. Failure to accurately complete all required documents and submit the required number of documents requested may delay program approval.

FORM	Institution Use ✓	SNP Regional Consultant Use	Special Nutrition Programs Use
CACFP Application Process Checklist			
Program Agreement (DHHS CAC 2)		✓	✓
Attachment A – General Terms and Conditions		✓	✓
Attachment B – Federal Certifications		✓	✓
Attachment C – Notice of Certain Reporting and Audit Requirements, if applicable		✓	✓
Attachment D– State Grant Certification –No Overdue Tax Debts, if applicable		✓	✓
Attachment E – Conflict of Interest Policy		✓	✓
Attachment F – State Certifications: Contractor Certifications		✓	✓
Attachment H – Iran Divestment Act		✓	✓
Attachment I – FFATA Subawardee Reporting Form		✓	✓
Institution Application		✓	✓
Administrative Budget (DHHS CAC 8A-Homes)		✓	✓
Administrative Budget (DHHS CAC 8A-Centers)		NA	✓
Management Plan (DHHS CAC 8G)		✓	✓
Media Release for SOs of Centers w/income guidelines		✓	✓
Media Release for SOs of Day Care Homes		✓	✓
Statement of Authority (DHHS CAC 18)		NA	✓
Preaward Compliance		✓	✓
Certification Regarding Other Publicly Funded Programs		✓	✓
Certification Regarding Criminal Convictions		✓	✓
Truth of Applications and Names and Addresses		✓	✓
Information on Owners and Principals		✓	✓
Certification of Single Exclusive CACFP Agreement		✓	✓
CACFP Fact Sheet		✓	✓
IRS Letter of Tax Exempt Status (private nonprofits)		✓	✓
Nondiscrimination Policy		✓	✓
Free/Reduced Price Policy Statement (for SOs of Centers)		✓	✓
Free/Reduced Price Policy Statement (for SOs of Day Care Homes)		✓	✓
Participant Eligibility Information for New Centers Summary		✓	✓
Certification of Eligibility – for Profit Institutions		✓	✓
Sponsor Training Certification		✓	✓
Outside Employment Policy		✓	✓
Certificate of Attendance – Potential Institution Training		✓	✓
<b>For Sponsoring Organizations of Affiliated Centers ONLY</b>			
Current federal, state or local license (one for each facility/center)			
# submitted:			
Center Application (CAC 7) (one per center)			
# submitted:			
Sponsored Centers Budget (CAC 9A) - may submit one budget per center or consolidate all center budgets on one 9A			
Tax exempt letter (for private nonprofit centers)			
Sanitation Report (one for each facility/center)			
Fire Inspection Report (one for each facility/center)			

## APPLICATION PROCESS CHECKLIST

### SPONSORING ORGANIZATIONS OF CENTERS and DAY CARE HOMES – New

FORM	Institution Use ✓	SNP Regional Consultant Use	Special Nutrition Programs Use
<b>At Risk Afterschool Programs ONLY (Additional Forms)</b>			
Institution Certification Regarding Dual Participation		<del>NA</del>	
Participant Information New Centers Summary - At Risk Centers			
State or Local Health and Safety Inspection or Current Occupancy Permit # submitted:			
<b>For Sponsoring Organizations of Unaffiliated Centers ONLY</b>			
Agreement between Sponsoring Organization and Facility (CAC 8C) (Unaffiliated Centers Only) # submitted:		✓	✓
Attachment A – General Terms and Conditions- Sponsored Centers		✓	✓
Attachment B – Federal Certifications – Sponsored Center		✓	✓
Attachment C – Notice of Certain Reporting and Audit Requirements, if applicable, Sponsored Centers		✓	✓
Attachment D– State Grant Certification –No Overdue Tax Debts, if applicable, Sponsored Center		✓	✓
Attachment E – Conflict of Interest Policy – Sponsored Center		✓	✓
Attachment F- Contractor Certifications – one per center		✓	✓
Attachment H – Iran Divestment Act – one per center		✓	✓
Current federal, state or local license (one for each facility/center) # submitted:		✓	✓
Information on Owners and Principals - Facility		✓	✓
Certification of Single Exclusive CACFP Agreement- Facility		✓	✓
Center Application (CAC 7) (one for each center) # submitted:		✓	✓
IRS letter of Tax exempt status (for private nonprofit centers)		NA	✓
Sponsored Centers Budget (CAC 9A) - one per center		✓	✓
Sanitation Report – one per center		✓	✓
Fire Inspection Report – one per center		✓	✓
<b>At Risk Afterschool Programs ONLY (Additional Forms)</b>			
Institution Certification Regarding Dual Participation		NA	✓
Participant Information New Centers Summary - At Risk Centers		NA	✓
State or Local Health and Safety Inspection or Current Occupancy Permit # submitted:		NA	✓
<b>For Sponsoring Organizations of Day Care Homes</b>			
Agreement between Sponsoring Organization and Day Care Home Provider (CAC 8D)			
Day Care Home Application (8B) # submitted:			
Current Day Care Home License – one per home # submitted:			
Attachment A – General Terms and Conditions (one per provider)			
Attachment B- DCH Provider's Certifications (one per provider)			
Attachment F-State Certifications – Contractor Certifications (one per provider)			
Attachment H – Iran Divestment Act – (one per provider)			
Information on Owners and Principals-Facility			
Certification of Single Exclusive CAC Agreement- Facility			

**APPLICATION PROCESS CHECKLIST**  
**SPONSORING ORGANIZATIONS OF CENTERS and DAY CARE HOMES – New**

FORM	Institution Use	SNP Regional Consultant Use	Special Nutrition Programs Use
<b>For Institutions Receiving Catered Meals</b>			
Food Service Contract Public Schools (CAC 16)			
Attachment A-General Terms and Conditions			
Attachment B- Certifications			
Attachment H – Iran Divestment Act (Annual)			
	Total Food Dollars:		
Food Service Management Contract (CAC 17)			
Attachment A-General Terms and Conditions			
Attachment B- Certifications			
Attachment H- Iran Divestment Act (Annual)			
	Total Food Dollars:		
Submit three (3) quotes for all Food Service Contracts (School Food Authorities excluded) Quotes for contracts up to \$5000 may be phone quotes. Include copies of all written quotes for all contracts between \$5001-\$150,000			
Submit copies of bids for contracts over \$150,000 (School Food Authorities excluded)			

Note: Electronic budget tools can be downloaded from <http://www.nutritionnc.com/snp/forms.htm> (2017 Forms)

**FOR STATE AGENCY USE ONLY:**

	<u>Consultant</u>	<u>2<sup>nd</sup> Party Reviewer</u>
Date Received	_____	_____
Date Returned if incomplete	_____	2/6/17
Date received from institution	_____	2/8/17
2 <sup>nd</sup> Date Returned if incomplete	_____	_____
2 <sup>nd</sup> Date received from institution	_____	_____
3rd Date Returned if incomplete	_____	_____
3rd Date received from institution	_____	_____
Date mailed to 2 <sup>nd</sup> party reviewer	_____	_____
Date 2nd party reviewer submitted	_____	_____

**To be completed by SNP Consultant:**  
 Reviewed NDL: \_\_\_\_\_ (date)  
 Reviewed Tax Revocation List: \_\_\_\_\_ (date)  
 Consultant Initials: \_\_\_\_\_

RECEIVED

FEB 22 2017

DHHS PUBLIC HEALTH  
 NUTRITION SERVICES

### Institution Application

(YOU ARE ENCOURAGED TO ENTER THIS FORM ELECTRONICALLY)

#### Institution Information

<b>Institution Name</b>				<b>Agreement Number</b>	<b>Federal ID (FEIN)</b>	<b>Program Year</b>	
BALANCED NUTRITION, INC.				9460	[REDACTED]	2016-2017	
<b>Mailing Address</b>				<b>Street Address</b>			
<b>Address:</b>	4015 Sassafras Ct.			<b>Address</b>	4015 Sassafras Ct.		
<b>City:</b>	Greensboro			<b>City:</b>	Greensboro		
<b>State:</b>	NC	<b>Zip Code: (Plus 4 Digit)</b>	27410 - 8481	<b>State:</b>	NC	<b>Zip Code: (Plus 4 Digit)</b>	27410 - 8481
<b>County:</b>				<b>County:</b>			
<b>Institution's Operating Hours:</b> 8:00 am am/pm to 5:00 pm am/pm							

#### Application Information

<b>Application Type: (check all that apply)</b>	<input checked="" type="checkbox"/> Child Care Center	<input type="checkbox"/> Adult Care Center	<input type="checkbox"/> Day Care Home
<b>Educational Institution:</b>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no		
<b>Organization Type:</b>	<input type="checkbox"/> Local Government <input type="checkbox"/> State Government <input type="checkbox"/> Federal Government	<input type="checkbox"/> For-profit Organization <input checked="" type="checkbox"/> Private Nonprofit (Secular) <input type="checkbox"/> Private Nonprofit (Faith-Based)	<input type="checkbox"/> Other
<b>Institution Type: (check all that apply)</b>	<input checked="" type="checkbox"/> Sponsoring Org. unaffiliated centers <input type="checkbox"/> Sponsoring Org. affiliated centers <input type="checkbox"/> Sponsoring Org. day care homes and unaffiliated centers <input type="checkbox"/> Sponsoring Org. day care homes and affiliated centers <input type="checkbox"/> Sponsoring Org. day care homes only		<input type="checkbox"/> Independent Center

#### ENROLLED PARTICIPANTS - CENTERS

Centers (Complete for the month prior to date application signed)	(a) Free	(b) Reduced- Price	(c) Paid or Denied	(d) No Application	(e) Total Number of participants (a+b+c+d)
	15	4	6	0	25

#### ENROLLED PARTICIPANTS - DAY CARE HOMES

Homes (Complete for the month prior to date application signed)	(a) Enrolled Non-Residential Children		(b) Enrolled Eligible Provider's Own Children	(c) Total Children Enrolled (a+b)
	Tier I	Tier II		
		N/A	N/A	N/A



<b>Institution Name</b>	<b>Agreement Number</b>	<b>Federal ID (FEIN)</b>	<b>Program Year</b>
BALANCED NUTRITION, INC.		[REDACTED]	2016-2017

**Institutions with day care home providers:** Please attach a list of your day care home providers who qualify as Tier I based on SNAP participation. Include: provider's last name and first name; provider's date of birth; provider's complete address including street name, city, state, and zip code; provider's SNAP number; food stamp case number, and date of tiering. (If none qualified, write a statement to that fact).

**Institutions with more than one facility only:** Attach verification that all facilities and key staff have been trained prior to program operation. Sign and date each attachment.

**Contacts**

**Administrator**

<b>Name:</b>	First YOLANDA	Middle D	Last HILL
<b>Phone:</b>	( [REDACTED] )	<b>Ext:</b>	<b>Title:</b> CFO
<b>Fax:</b>	( 336 ) 664 - 6200		<b>E-mail:</b> yolanrob@aol.com

**CACFP Program Contact**

<b>Name:</b>	First YOLANDA	Middle D	Last HILL
<b>Phone:</b>	[REDACTED]	<b>Ext:</b>	<b>Title:</b> CFO
<b>Fax:</b>	( 336 ) 508 - 9827		<b>E-mail:</b> yolanrob@aol.com

**CERTIFICATION AND SIGNATURE**

I certify that the information in this Institution Application is true and correct to the best of my knowledge and that my designee or I will immediately report to the NC Department of Health and Human Services any changes that occur to information submitted. I know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes, and that the CACFP will be available to all eligible participants regardless of race, color, national origin, sex, disability or age.

I further certify that none of responsible principals, individuals, providers or facilities are on the National Disqualified List.

I certify that this information is true and correct and that none of the principals or providers of this institution are disqualified from participating in the CACFP.

Signature on Behalf of Institution

Sign Here ▶

[REDACTED SIGNATURE]  
 Signature of Authorized Representative  
 Yolanda D. Hill  
 Printed Name of Authorized Representative

2/17/17  
 Date of Preparation  
 336-508-9827  
 Contact Phone Number (optional)

North Carolina Department of Health and Human Services

Division of Public Health/Nutrition Services Branch

Special Nutrition Programs

Child and Adult Care Food Program (CACFP)

Center Application

(YOU ARE ENCOURAGED TO ENTER THIS FORM ELECTRONICALLY)

Agreement Number 9460	Institution Name Balanced Nutrition, Inc	Center Name Alphabet Christian Academy, Inc.	Center's Federal ID Number [REDACTED]	Program Year 2016-2017
Site Mailing Address		Site Street Address		
Address: 1510 Jeffrey Ct.	Address: 203 N. Walnut St.			
City: Spring Hope	City: Spring Hope			
State: NC	Zip Code: (Plus 4 Digit) 27882-8880	State: NC	Zip Code: (Plus 4 Digit) 27882-9370	
County: Nash	County:			
Site Contact				
Name:	First Sara	Middle	Last Smith	
Phone:	(252) 343-9420	Ext:	Title: owner/director	
Fax:	( ) N/A		E-mail: sesmithaca@gmail.com	
Program Type (select one only "O")				
<input type="radio"/> Adult Care Center	<input type="radio"/> At Risk - ASCS	<input type="radio"/> Head Start	<input type="radio"/> At Risk - ASCS	
<input checked="" type="radio"/> Child Care Center	<input type="radio"/> OSHC	<input type="radio"/> Emergency Shelter	(check if program type ASCS)	
Center Type (select one only "O")				
<input type="radio"/> State Government	<input type="radio"/> Federal Government	<input type="radio"/> Private Nonprofit		
<input type="radio"/> Local Government	<input checked="" type="radio"/> Private For Profit			
Type of Food Service (select one only "O")		Vendor/School Name		
<input checked="" type="radio"/> On-Site Preparation	<input type="radio"/> Central Kitchen			
<input type="radio"/> School Food Authority	<input type="radio"/> FSMC			
At Risk - ASCS				
School Name: N/A	% Enrolled for free and reduced meals			
Activities: (check all that apply)	<input checked="" type="checkbox"/> Educational	<input type="checkbox"/> Enrichment		
Organization Type (select one only "O")				
<input checked="" type="checkbox"/> Profit	<input type="checkbox"/> Non-Profit			
Number of Title XX (or Title XIX): 12				
Licensing		Operating Months (check all that apply)		
Licensed by: (select one only)	<input checked="" type="checkbox"/> DHHS	<input type="checkbox"/> State	<input type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Oct
License Capacity: 77			<input checked="" type="checkbox"/> Nov	<input type="checkbox"/> Dec
Enrollment: 25			<input checked="" type="checkbox"/> Jan	<input type="checkbox"/> Feb
		<input checked="" type="checkbox"/> Mar	<input type="checkbox"/> Apr	<input type="checkbox"/> May
		<input checked="" type="checkbox"/> Jun	<input type="checkbox"/> Jul	<input type="checkbox"/> Aug
		<input type="checkbox"/> Sep		

Agreement Number	Institution Name	Center Name	Center's Federal ID Number	Program Year
	Balanced Nutrition Inc.	Alphabet Christian Academy, Inc.	[REDACTED]	2016-2017

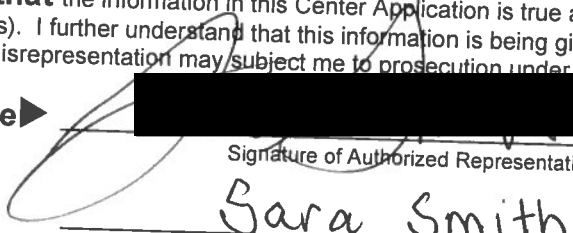
**Hours of Operation and Meals Served** (check all that apply )

This Center will open at:			6:30 AM		And will close at:					6:00 PM	
Meal	Begin	End	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Breakfast	8:00 AM	8:30 PM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AM Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Lunch	10:45 AM	12:15 PM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
PM Snack	2:30 PM	4:30 PM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Supper			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Night Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk Breakfast			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk AM Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk Lunch			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk PM Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk Supper			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
At-Risk Night Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Emergency/Homeless Shelter Meals**

Meal	Begin	End	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Breakfast	N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AM Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lunch			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PM Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supper			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Night Snack			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I certify that** the information in this Center Application is true and correct, that it is in accordance with the terms of existing Agreement(s). I further 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 statutes.

**Sign Here**  \_\_\_\_\_  
 Signature of Authorized Representative

09/30/16  
 Date of Preparation

Sara Smith  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 Contact Phone Number (optional)

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

STATEMENT OF AUTHORITY  
FOR INSTITUTIONS

1. Agreement #: 94160

I, the undersigned, on behalf of the Institution, state that the Child and Adult Care Food Program (CACFP) is an integral part of and therefore under the direct control and supervision of the governing body of

2. Balanced Nutrition, Inc. whose address is  
(Name of the Institution)

3. 4015 Sassafras Ct. Greensboro, NC 27410-8481  
(Street, City, State and Zip Code)

and that all funds relating to the CACFP will be subject to the control of the duly constituted governing body of the above-named Institution and that all funds received for the operation of the CACFP will be used exclusively for the purpose for which they were received.

4. The following named individuals are authorized to sign all CACFP documents on behalf of the Institution. The Institution shall notify the State Agency immediately upon a change relating to the authorized individual(s) designated below. The signing and submission of this form cancels previous authorizations for this Institution.

Yolanda D. Hill CFO/owner  
Title

  
Signature

CFO/owner  
Title

2<sup>nd</sup> Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_


3<sup>rd</sup> Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

4<sup>th</sup> Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

The representations made herein on behalf of the Institution 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.

5.   
Signature, Chairperson of Institution's  
Governing Board or Institution's Owner

6. Owner/CFO  
Official Title

7. 11/7/16  
Date

**Attachment A**  
**GENERAL TERMS AND CONDITIONS**  
**Private**

**Relationships of the Parties**

**Independent Contractor:** The Institution 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 Institution 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 employees of, or have any individual contractual relationship with, the Department or Division.

**Subcontracting:** The Institution shall not subcontract any of the work contemplated under this contract without prior written approval from the Department or Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Department or Division shall not be obligated to pay for any work performed by any unapproved subcontractors. The Institution shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Institution's obligations or the Institution's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Institution's payment check(s) directly to any person or entity designated by the Institution, or
- (b) Include any person or entity designated by Institution as a joint payee on the Institution's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Institution and the Institution shall remain responsible for fulfillment of all contract obligations.

**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 Department or Division and the named Institution. 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 Department or Division and Institution that any such person or entity, other than the Department or Division or the Institution, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Institution agrees to indemnify and hold harmless the Department, Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Institution in connection with the performance of this contract.

- (a) **Insurance:** During the term of the contract, the Institution shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Institution shall provide and maintain the following coverage and limits:
  - (1) **Worker's Compensation Insurance:** The Institution shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Institution's employees who are engaged in any work under the contract.
  - (2) **Employer's Liability Insurance:** The Institution shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Institution's employees who are engaged in any work under the contract.
  - (3) **Commercial General Liability Insurance:** The Institution shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
  - (4) **Automobile Liability Insurance:** The Institution shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Institution shall provide this insurance for all automobiles that are:
    - (A) owned by the Institution and used in the performance of this contract;
    - (B) hired by the Institution and used in the performance of this contract; and
    - (C) owned by Institution's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Institution is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned – unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Institution understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Institution's liability or obligations under this contract.
- (d) The Institution may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Department or Division shall be the sole judge of whether such a waiver should be granted.
- (e) The Institution may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Department or Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Institution and is of the essence of this contract.
- (g) The Institution shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Institution shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Institution shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Institution shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Department or Division before the Institution begins work under this contract.

#### Default and Termination

**Termination for Cause:** If, through any cause, the Institution shall fail to fulfill its obligations under this contract in a timely and proper manner, the Department or Division shall have the right to terminate this contract by giving written notice to the Institution and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Institution under this contract shall, at the option of the Department or Division, become its property and the Institution shall be entitled to receive just and equitable compensation for any

satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Institution shall not be relieved of liability to the Department or Division for damages sustained by the Department or Division by virtue of the Institution's breach of this agreement, and the Department or Division may withhold any payment due the Institution for the purpose of setoff until such time as the exact amount of damages due the Department or Division from such breach can be determined. In case of default by the Institution, without limiting any other remedies for breach available to it, the Department or Division may procure the contract services from other sources and hold the Institution responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Institution shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Department or Division of any default or breach in compliance with the terms of this contract by the Institution shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Institution and attached to the contract.

**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 Department or Division.

**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.

#### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Department or Division. The Institution shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Institution agree that the Department or Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

## Compliance with Applicable Laws

**Compliance with Laws:** The Institution 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 Institution shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Institution agrees that, if the Department or Division 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 Department or Division 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 Institution (i.e. architect, bidder, Institution, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, 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 Institutions 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 Institutions are encouraged to review Governor Perdue's October 1, 2009 Executive Order 24 and G.S. Sec. 133-32.

To find Governor Perdue's October 1, 2009 Executive Order 24:

- Go to <http://www.governor.state.nc.us/>;
- Click on "Newsroom";
- Click on "Executive Orders and Proclamations";
- Scroll down and click on the words "click here" in the sentence that states, "To view previous Executive Orders, please click here;" and
- Scroll down and click on "EO 24: Gift Ban."

## Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Institution under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Department or Division. The Institution acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Institution 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 Institution shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Institution 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 Institution is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the Institution.

**Cost Borne by Institution:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the Institution to give affected persons written notice of a security breach arising out of the Institution's performance under this contract, the Institution shall bear the cost of the notice.

## Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies 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 Department or Division. 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. 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 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### **Warranties and Certifications**

**Date and Time Warranty:** The Institution warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Institution certifies that it and all of its affiliates (if any) collect all required taxes.

### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Institution, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of

the Department or Division and the Institution. The Purchase and Contract Department of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**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 Institution shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Department or Division. 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 Institution 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 Department or Division for loss of, or damage to, such property. At the termination of this contract, the Institution shall contact the Department or Division for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Institution 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.

**Sales/Use Tax Refunds:** If eligible, the Institution and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.



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

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.]

**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. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 4015 Sassafras Ct.

City, State, Zip Code: Greensboro, NC 27410-8481

Street Address No. 2: 203 N. Walnut St.

City, State, Zip Code: Spring Hope, NC 27882-9370

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. 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 C.F.R. 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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 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 subaward 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.



# Reporting Requirements of N. C. General Statute 143C-6.23

## Attachment C Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from 01/2014 to 12/31/2014.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at [www.NCGrants.gov](http://www.NCGrants.gov).** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in [www.NCGrants.gov](http://www.NCGrants.gov) by your required due date.

To access the online grants reporting system go to [www.NCGrants.gov](http://www.NCGrants.gov) and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov).

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the [www.NCGrants.gov](http://www.NCGrants.gov) system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) to request help.

All grantees must file their required reports online at [www.NCGrants.gov](http://www.NCGrants.gov) without exception.

## Reporting Requirements of N. C. General Statute 143C-6.23

### IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

**Use these charts to determine GS 143C-6.23 reporting requirements.**

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &lt; \$25,000.*</li> </ul>	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Schedule of Receipts and Expenditures*</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Audit [A-133 Single Audit if &gt;= \$500,000 in federal funds or Yellow Book Audit]</li> <li>• Schedule of Federal and State Awards (May be included in the audit)</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 9 months of entity's fiscal year end





# Attachment E

## APPENDIX D: NOTARIZED STATEMENT AND CONFLICT OF INTEREST POLICY

### Notarization of Conflict of Interest Policy

State of North Carolina, County of DAVIDSON

I, DONALD M. GORDON, Notary Public for said

County and State, certify that

YOLANE DESCHELL HILL personally appeared before me

this day and acknowledged that he/she is

OWNER/CFO  
Title

of Balanced Nutrition, Inc.  
[name of organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 14 day of September, 2016.

Sworn to and subscribed before me this 30th day of NOVEMBER, 2016.

Notary Signature and Seal Donald M. Gordon

Notary's commission expires Sept. 29, 2019

[Redacted Signature]  
Signature of above named organization official

## **Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

**D. Duty to Disclosure**— Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

**E. Board Action**— When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.


**F. Violations of the Conflicts of Interest Policy**—If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict**— The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Balanced Nutrition, Inc.  
Legal Name of Organization

  
Signature of Organization Official

CFO / Sec. Treasurer  
Title of Organization Official

9/16/16  
Date

**Attachment F  
State Certifications: Contractor Certifications Required by North Carolina Law**

**Instructions**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 147-33.95(g): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_147/GS\\_147-33.95.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_147/GS_147-33.95.html)

**Certifications**

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (4) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Balanced Nutrition, Inc.

Contractor's Name

Signature of Contractor's Authorized Agent

Yolanda Hill

CFO

11/7/16

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Mark K. Robinson

CACFP staff

11/07/14

Date

Printed Name of Witness

Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



Attachment I

Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement
NC DHHS, Division of Public Health Subawardee Information

A. Exemptions from Reporting

- 1. Entities are exempted from the entire FFATA reporting requirement if any of the following are true:
- The entity has a gross income, from all sources, of less than \$300,000 in the previous tax year
- The entity is an individual
- If the required reporting would disclose classified information
2. Entities who are not exempted entirely from FFATA reporting may be exempted from the requirement to provide executive compensation data. This executive compensation data is required ONLY if both below are true:
- More than 80% of the entity's gross revenues are from the federal government and those revenues are more than \$25 million in the preceding fiscal year
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

By signing below, I state that the entity listed below is exempt from:

The entire FFATA reporting requirement:

- [X] as the entity's gross income is less than \$300,000 in the previous tax year.
[ ] as the entity is an individual.
[ ] as the reporting would disclose classified information.

Only executive compensation data reporting:

- [ ] as at least one of the bulleted items in item number 2 above is not true.

Signature [Redacted] Name Yolanda Hill Title CFO
Entity Balanced Nutrition, Inc. Date 11/7/16

B. Reporting

- 1. FFATA Data required by all entities which receive federal funding (except those exempted above) per the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

Entity's Legal Name \_\_\_\_\_ Contract Number \_\_\_\_\_

[ ] Active SAM registration record is attached
An active registration with SAM is required
(go to www.sam.gov for more info about SAM)

Entity's DUNS Number \_\_\_\_\_ Entity's Parent's DUNS Nbr (if applicable) \_\_\_\_\_

Entity's Location

street address \_\_\_\_\_ street address \_\_\_\_\_
city/st/zip+4 \_\_\_\_\_ city/st/zip+4 \_\_\_\_\_
county \_\_\_\_\_ county \_\_\_\_\_

Primary Place of Performance for specified contract
Check here if the address is the same as Entity's Location [ ]

- 2. Executive Compensation Data for the entity's five most highly compensated officers (unless exempted above):

Table with 3 columns: Title, Name, Total Compensation. Rows 1-5.

North Carolina Department of Health and Human Services  
 Division of Public Health  
 Women's & Children's Health Section  
 Nutrition Services Branch  
 Special Nutrition Programs  
 Child and Adult Care Food Program  
 Annual Application: Budget for Sponsoring Organization of Centers  
 Program Year: October 1, 2016 - September 30, 2017

**RECEIVED**  
 FEB 03 2017  
 DHHS PUBLIC HEALTH  
 NUTRITION SERVICES

**SPONSOR PROFILE**

Business Name <b>BALANCED NUTRITION, INC.</b>		2. Agreement Number:	3. Number of Centers in NC: <b>1</b>
4. Do you operate the CACFP in other States? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		5. If "Yes", provide total number of centers for entire sponsorship: List the other States: _____	
* A cost allocation plan to determine an equitable distribution of the administrative costs between the states must be used and the plan submitted.			
6. Are you a multi-purpose organization operating other programs in addition to CACFP? <b>NO</b>			
7. If "Yes", list the other programs administered by sponsor:			
a. <b>N/A</b>		d.	
b.		e.	
c.		f.	
8. Will funds from any of these programs be used to perform CACFP functions? <b>N/A</b> (List in Worksheet C and carry to Line 10)			

**REVENUE**

Income Source	Projected Annual Income
9. a. Worksheet A: Administrative Funding from CACFP Centers	\$ 3,782.21
b. Worksheet B: Reimbursement for CACFP Centers	\$ 22,770.98
10. a. Worksheet C: Sponsoring Organization's Other Income Available for CACFP Administrative	\$ 30,000.00
Excess Balance from Previous Program Year	\$ 56,553.19
<b>11. Total Projected Annual Income</b>	<b>\$ 56,553.19</b>

CACFP Administrative Expenditures	Total Annual Expense (A)	CACFP Funded (B)	Other Funding (C) (A - B = C)
<b>12. Administrative Expenditures:</b>			
a. Worksheet D: Administrative Labor	\$ 3,253.44	\$ 2,471.12	\$ 782.32
b. Worksheet E: Administrative Fringe Benefits	\$ -	\$ -	\$ -
c. Worksheet F and/or G: Equipment	\$ -	\$ -	\$ -
d. Worksheet H and I: Administrative Supplies & Communications	\$ 1,311.00	\$ 1,311.00	\$ -
e. Worksheet J: Rent and Utilities	\$ -	\$ -	\$ -
f. Worksheet K and L: Contracted Services & Insurance	\$ -	\$ -	\$ -
g. Worksheet M and N: Travel and Training	\$ -	\$ -	\$ -
h. Worksheet O: Indirect Costs	\$ -	\$ -	\$ -
<b>13. Affiliated Center's Administrative Expenditures</b>	\$ -	\$ -	\$ -
<b>14. Total Administrative Expenditures</b>	<b>\$ 4,564.44</b>	<b>\$ 3,782.12</b>	<b>\$ 782.32</b>
<b>CACFP Operating Expenditures</b>	<b>Total Annual Expense (A)</b>	<b>CACFP Funded (B)</b>	<b>Other Funding (C) (A - B = C)</b>
<b>15. Operating Expenditures:</b>			
Worksheet P: Sponsored Centers Operating Costs	\$ 51,717.00	\$ 22,771.07	\$ 28,945.93
<b>16. Total Operating Expenditures</b>	<b>\$ 51,717.00</b>	<b>\$ 22,771.07</b>	<b>\$ 28,945.93</b>
<b>17. Total Administrative and Operating Expenditures (14+16)</b>	<b>\$ 56,281.44</b>	<b>\$ 26,553.19</b>	<b>\$ 29,728.25</b>

**CERTIFICATION AND SIGNATURE**

The representations made herein on behalf of the Institution 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.

Signature of Owner or Board Chairman: Yolanda Hill Printed Name: Yolanda Hill Date: 2/1/17



**WORKSHEET A: ADMINISTRATIVE FUNDING FROM CACFP CENTERS**

Program Year: October 1, 2016 - September 30, 2017

Institution: BALANCED NUTRITION, INC.

Number of Sponsored Centers: 1

Agreement Number: 0

	1		2		3
Amount of Projected CACFP Meal Reimbursement for Sponsored Centers		x	0.15	=	Maximum Amount of Sponsor Fee's (1 x 2)
Affiliated Centers	\$ -	x	0.15	=	\$ -
Unaffiliated Centers	\$ 25,214.72	x	0.15	=	\$ 3,782.21

**Instructions:**

1. Enter the amount of Projected CACFP Meal Reimbursement for all affiliated centers and unaffiliated sponsored centers. Do not include any Cash-In-Lieu Funds.\*
2. Multiply by no more than 15% (.15). This is the percentage "Sponsor Fee" charged by the Sponsoring Organization to administer the CACFP for their sponsored centers and is calculated only on the amount of meal reimbursement projected for the sponsored centers.
3. Maximum amount of Sponsor Fee's allowable. Enter on Line 9 (a).

\* Per USDA Guidance for Management Plans and Budgets, page 49, "The amount a sponsoring organization may retain is calculated and approved in the annual budget; however, it is generally monitored on a monthly basis against the earned reimbursement for the meals served to eligible children. Cash-in-lieu of USDA Foods is not included in the calculation."

## WORKSHEET B: REIMBURSEMENT FOR CACFP CENTERS

Program Year: October 1, 2016 - September 30, 2017

Institution: BALANCED NUTRITION, INC.

Number of Sponsored Centers: 1

Agreement Number: 0

		1		2		3
<b>Total Amount of Projected CACFP Meal Reimbursement for Sponsored Centers</b>		x		0.85	=	<b>Amount of Reimbursement to Sponsored Centers (1 x 2)</b>
<b>Affiliated Centers</b>		x		0.85	=	\$ -
<b>Unaffiliated Centers</b>	\$ 25,214.57	x		0.85	=	\$ 21,432.38
<b>Total Amount of Projected Cash In Lieu Reimbursement for Sponsored Centers</b>		x		1	=	<b>Amount of Reimbursement to Sponsored Centers (1 x 2)</b>
<b>Affiliated Centers</b>	\$ -	x		1	=	\$ -
<b>Unaffiliated Centers</b>	\$ 1,338.60	x		1	=	\$ 1,338.60

**Instructions:**

When using the electronic version of this budget, this worksheet will populate from Worksheet A and you do not have to enter it.

1. Enter the amount of Projected CACFP Meal Reimbursement for Affiliated Centers and Unaffiliated Centers. Do not include any Cash-In-Lieu funds.
2. Multiply by no less than 85% (.85).
3. Amount of Reimbursement to Sponsored Centers. Enter on Line 9 (b).
4. Enter the amount of Projected Cash In Lieu for Affiliated Centers and Unaffiliated Centers.

**Documentation:**

Spreadsheet to reflect a consolidation of all Sponsored Centers budgets including expected reimbursement (Line 4 from the Sponsored Center's Budget). Do not include funding from Cash-In-Lieu.

Institution

BALANCED NUTRITION, INC.

0

**WORKSHEET C: OTHER INCOME AVAILABLE FOR CACFP ADMINISTRATIVE AND OPERATIONS**

Other Income includes other funds that will be available to supplement the CACFP. Refer to Food and Nutrition Service (FNS) Instruction 796-2 Revision 4, IX D 6 for examples of "other income". List the income source and the amount expected to be received.

#	Federal Agency	CFDA No.	Program Title	Federal Award ID	Pass Through	Award Year	Amount Received	Total Income Available for use in CACFP
1							\$ -	\$ -
2							\$ -	\$ -
3							\$ -	\$ -
4							\$ -	\$ -
5							\$ -	\$ -
6							\$ -	\$ -
<b>Total</b>							\$ -	\$ -

**Sponsoring Organization's Other Available Income for CACFP Administrative**

**Total Income Available for use in CACFP**

1	OWNER'S SAVINGS		\$	5,000.00
2	BUSINESS LINE OF CREDIT		\$	5,000.00
3	BUSINESS LOAN		\$	20,000.00
4			\$	-
5			\$	-
6			\$	-
<b>Total</b>			\$	30,000.00

**Total Federal and Other Available Income**

\$ 30,000.00

**Sponsored Center's Other Available Income**

**Total Income Available for use in CACFP**

1			\$	-
2			\$	-
3			\$	-
4			\$	-
5			\$	-
6			\$	-
<b>Total*</b>			\$	-

Instructions: List each source of other income in appropriate lines and the amount available to be used for CACFP purposes.

Only the amount of income for the sponsoring organization's use for administrative costs will be carried to the front page of the budget on Line 10, Worksheet C: Sponsoring Organization's Other Income Available for CACFP Administrative.

\* Total of Sponsored Center's Other Available Income will be used by the State Agency to compare with the needed funds in the Budget, Line 17, Column C.



**WORKSHEET H: ADMINISTRATIVE SUPPLIES**

This cost item is found under the cost category #27 named "Materials and Supplies" in FNS Instruction 796-2 Rev. 4. Allowable cost for durable supplies includes material and supplies that do not meet the definition of equipment. Allowable cost for durable supplies is the cost at the time of purchase. Allowable cost of expendable program material and supplies are the actual costs of material and supplies used within three months or less at the time of purchase.

1	2	3	4	5
Item	Total Annual Cost	% Allocated to CACFP	Total Annual Expense for Food Service Operation	Annual Applied CACFP Funds
Office Supplies	\$ 40.00	100.00%	\$ 40.00	\$ 40.00
Computer Supplies			\$ -	
Copier Supplies	\$ 73.00	100.00%	\$ 73.00	\$ 73.00
Printer Supplies	\$ 180.00	100.00%	\$ 180.00	\$ 180.00
Educational Supplies			\$ -	
Printing Expense	\$ 106.00	100.00%	\$ 106.00	\$ 106.00
Postage Expense	\$ 60.00	100.00%	\$ 60.00	\$ 60.00
Other (list)			\$ -	
			\$ -	
		<b>Total</b>	\$ 459.00	\$ 459.00

**Cost Allocation Plan**

Note: Each row with a percentage allocated to CACFP less than 100% requires a cost allocation plan. N/A

**Instructions for Worksheet H:**

**Columns**

- Item:** Any item that do not meet the definition of equipment. For example, General Office Supplies (pens, pencils, notepads), Computer Supplies (computer disks), Copier Supplies (paper, toner), Printer Supplies (ink cartridges, paper). Any item with a life expectancy of one year or less. **Note: A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. (2 CFR §200.94)**
- Total Annual Cost:** Estimate the total cost spent a year for each item listed.
- Percent Allocated to CACFP:** The Percentage that is allocated to CACFP. Must be verified with documentation.
- Total Annual Expense for Food Service Operation:** Column 2 times Column 3.
- Annual Applied CACFP Funds:** Amount of Column 4 that will be paid with CACFP funds.

Attach the following documents to worksheet and submit to State Agency:

- Documentation to support percentage allocated to CACFP (cost allocation plan).

**Worksheet Requires General Approval in the Budget**



**WORKSHEET P: SPONSORED CENTER'S ADMINISTRATIVE & OPERATING COSTS**

0

	1	2	3
	Total Annual Cost for Food Service Operation	Total Applied CACFP Funds	Other Funding (1 - 2)
1. Administrative Expenditures (Affiliated Centers)	\$ -	\$ -	\$ -
2. Operating Expenditures (List):			
a. Sponsored Centers Worksheet O: Non-Food Supplies (Food Service)	\$ 260.00	\$ 260.00	\$ -
b. Sponsored Centers Worksheet P: Operating Labor	\$ 34,884.00	\$ 5,938.07	\$ 28,945.93
c. Sponsored Centers Worksheet Q: Operating Fringe Benefits			
d. Sponsored Centers Worksheet R: Rent and Utilities			
e. Sponsored Centers Worksheet S: Contracted Services ▼			
3. Sponsored Centers Worksheet T: Food and Food Service Management	\$ 16,573.00	\$ 16,573.00	\$ -
4. Sponsored Centers Worksheet U: Travel			
5. Sponsored Centers Worksheet V and/or W: Equipment ▼			
6. Sponsored Centers Worksheet X: Other Operating Expenses			
7. Total Operating Costs (Lines 2 - 6)	\$ 51,717.00	\$ 22,771.07	\$ 28,945.93
8. Total Administrative and Operating Costs (Lines 1 + 7)	\$ 51,717.00	\$ 22,771.07	\$ 28,945.93

▼=Item requires Specific Prior Written Approval

**(Unaffiliated Centers) Instructions for Worksheet P:**

1. Total costs from all unaffiliated sponsored centers budgets and enter into the appropriate columns.
2. Carry the totals from Line 7 to the Budget Line 15.

**(Affiliated Centers) Instructions for Worksheet P:**

1. Determine administrative and operating costs for all affiliated centers and enter into the appropriate columns. A Sponsored Center's Budget must be used for affiliated centers but all costs for these centers can be combined into one budget.
2. Carry the totals from Line 7 to the Budget Line 15.

WORKSHEET P: SPONSORED CENTER'S ADMINISTRATIVE & OPERATING COSTS

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

**Management Plan for a Sponsoring Organization**

**SPONSORING ORGANIZATION PROFILE**

- 1(a) Institution's Legal Name: BALANCED NUTRITION, INC. Agreement Number: \_\_\_\_\_
- 1(b) Institution's Business Name (if different from above): SAME AS ABOVE
- 1(c) Institution Type: ( ) State Government ( ) Local Government ( ) Federal Government ( ) Private For Profit  
 Private Nonprofit
- 1(d) Business Organization: ( ) Sole proprietorship  Corporation ( ) Limited Liability Company ( ) Partnership  
 ( ) Other (please describe) \_\_\_\_\_

2. (Sponsoring Organizations of Centers Only) Check only one:  
 This sponsoring organization will accept \_\_\_\_\_ Commodities or X Cash in Lieu of Commodities.  
 (Choosing this option does not automatically guarantee that this option will be provided. Tabulation of requests will be made to determine the economic feasibility of providing commodities and you will be notified as to the results.)

**FINANCIAL VIABILITY AND FINANCIAL MANAGEMENT**

3. For new sponsoring organizations only:
- a. How will your participation in the CACFP help ensure the delivery of Program benefits to otherwise unserved facilities or participants?  
Balanced Nutrition's participation in CACFP as a sponsoring organization will allow eligible participants the opportunity to provide and receive healthy nutritious meals and snacks Our goal is to focus on areas and institutional located in "food deserts" or low income areas. Often children and adults in these neighborhoods are less likely to eat a balanced meal. In order to aid in the fight of childhood and adult obesity, we believe if we can increase participation in CACFP then we can also curtail the associated with obesity in the long run.
- b. Please include a description of your proposed geographic area of service.  
Proposed geographic area includes the following counties: Guilford, Randolph, Forsyth, Alamance, Wake, Moore, Rowan, Mecklenburg, Nash and areas withing a three-hours drive from our home office.
- c. Provide a list of current or potential participants.  
See attached list.
- d. Describe or attach a copy of your recruitment policies and procedures. (Attach additional sheets if necessary)  
Media releases will be used to notify potential participants of CACFP and that Balanced Nutrition is a sponsoring organization of the program. The media releases will also include eligibility criteria and contact information for enrollment. Recruitment will be limited to centers/providers who are not currently participating in CACFP. We will also send out flyers, brochures, post cards, invite potential participants to information sessions held throughout the year. See Attached Recruitment Policy
4. Does this Sponsoring Organization plan to recruit non-participating facilities? Circle Yes or No.  
 If yes, how? (check all that apply): x Workshops x Training activities x Conferences x General promotions (yellow pages) x Mass mailing x Exhibits x Conference booths    Other (list) \_\_\_\_\_



BALANCED NUTRITION, INC.  
4015 SASSAFRAS CT.  
GREENSBORO, NC 27410  
336.508.9827

List of Current and Potential Participants:

Center's Currently Sponsored by Balanced Nutrition, Inc.

Alphabet Christian Academy,  
203 N Walnut Street  
Spring Hope, NC 27882  
Licensed capacity - 77

Potential Center's and Homes: (Waiting on approval from state before signing agreement with  
Balanced Nutrition)

Above and Beyond II  
1510 East Ave.  
High Point, NC 27260  
Licensed Capacity - 27

The Wright Place Child Development Center  
2804-U Randleman Rd.  
Greensboro, NC 27406  
Licensed Capacity - 29

Foundations Early Learning Center  
300 North Popular St  
Winston Salem, NC 27101  
Licensed Capacity - 90

Mang. Plan  
Attachment for  
Question 3-d

**Balanced Nutrition, Inc.  
Recruitment Policy**

In addition to the media releases to inform potential participants that we are a sponsoring organization and give them information about CACFP; we also plan to hold open information sessions and invite potential providers. We also plan to send out flyers and post cards to newly licensed centers and homes as a recruitment tool.

**Balanced Nutrition** will also adhere to the following guidelines as it pertains to recruiting unserved populations.

- All staff will be provided with a copy of recruitment guidelines
- Balanced Nutrition will not enter into an agreement with any provider who has signed agreement with another sponsor
- All communication initiated by Balanced Nutrition will not mislead new providers about CACFP regulations and enforcement of regulations.
- Balanced Nutrition will ask each prospective provider if he/she has a current agreement with another Sponsor. If the provider indicates that he/she has a current agreement with another Sponsor, direct contact/recruitment of the provider ceases.
- **Direct contact/recruitment is unacceptable and includes**, but is not limited to: telemarketing calls to participating providers, in-home visits with participating providers prior to a receipt of a Letter of Termination, offers of cash or other gift bonuses for changing Sponsors, mailings with content, designed to persuade participating providers to terminate from their current Sponsor, presentations initiated by the Sponsor specifically designed to persuade and instruct participating providers to terminate from current Sponsor, any other type of communication initiated by the Sponsor specifically designed to persuade or mislead and instruct participating providers to terminate from their current Sponsors.
- **Direct contact/recruitment does not include:** general promotion and publicity materials such as yellow pages, advertising, newspaper and broadcast advertising, public service announcements, televised training, posters, web sites and similar, mass mailings about other child care services provided by the Sponsor, such as resource and referral, business and tax classes, general nutrition training and similar, booths or exhibits and resource materials distributed at conferences, child care fairs, open houses, shopping malls, county fairs, and other places accessible by the public, workshops or training activities at conferences directed toward child care professionals, general informational workshops or meetings about the CACFP that are not designed for recruitment purposes.

**Note:** Providers may change sponsors only once a year  
Provider Termination Notice Form or a Sponsoring Organization Termination for Convenience Form must be completed by the terminating sponsor according to the guidelines and a copy of the document should be sent to the State Agency along with a request to terminate that provider  
New sponsor must request a copy of the Provider Termination Notice Form or Sponsoring Organization Termination for Convenience Form and assure that any communication occurs after the date of release from the CAC 8D Agreement with the terminating Sponsor

5a. Does your organization provide non-CACFP services? \_\_\_\_\_ yes  no.

5b. If yes, please list services provided.  
n/a

5c. How does your organization cover these costs? (You cannot use CACFP funds to cover non-CACFP costs).  
n/a

6. Identify all current revenue sources. Give average amount received monthly and total number of months received. Attach additional sheets, if necessary.

Revenue Fund Source	Total Number of Months Received	Type (federal, state, county, private, etc.)	Purpose	Monthly Amount
CACFP	0			
Tuition (parent fees)	0	State/federal funds	CACFP ADMIN	0
Department of Social Services (subsidy)	0	n/a	n/a	0
Smart Start	0	n/a	n/a	0
More At Four	0	n/a	n/a	0
Other: please list		n/a	n/a	0
Owner's donation	4	Private	Initial bus. expenses	\$500

7. Please list all other resources available to the organization: (choose all that apply)

- office space
- desks
- office equipment
- human resources such as professional services, consultants, etc.
- computers
- real estate property
- printers
- motor vehicles
- Other (Please describe)

8. If this Sponsoring Organization should experience a temporary interruption of CACFP funds, how would it continue to operate? (Check all that apply):  Line of Credit/Loans  Tuition/Parent fees  Department of Social Services (subsidy)  Sponsors savings account  Grants  Other (explain)

9. If this Sponsoring Organization must repay CACFP funds due to an overclaim, how would this be done? (Check all that apply):  Line of Credit/Loans  Tuition/Parent fees  Department of Social Services (subsidy)  Sponsor's savings account  Withholding from monthly reimbursement  Grants  Other (explain)

## ADMINISTRATIVE CAPABILITY

10. If your organization plans to recruit new homes and/or centers, please provide: An estimate of new homes n/a Estimate of new centers 15

11. If your organization plans to recruit new homes and/or centers, how do you plan to manage this growth? (check all that apply)

- hire additional staff  
 reassign staff  
 purchase office equipment  
 other (explain)  
 NA

12. Write the **NUMBER** of facilities under your sponsorship for the current Program year.

- Nonprofit Child Care Center  
 For profit Child Care Center (Title XIX and XX)  
 For profit Adult Day Care Center (Title XIX and XX)  
 Nonprofit Adult Day Care Center  
 Outside School Hours Care Center  
 Day Care Homes  Tier I  Tier II  
 Homeless Program  
 After School "At Risk" Program

13. a. Does your organization have bylaws available for review by the State Agency?  yes  no

13. b. Attach an organizational chart reflecting CACFP employees.

13. c. Please complete the chart below, indicating the person responsible for each CACFP area.

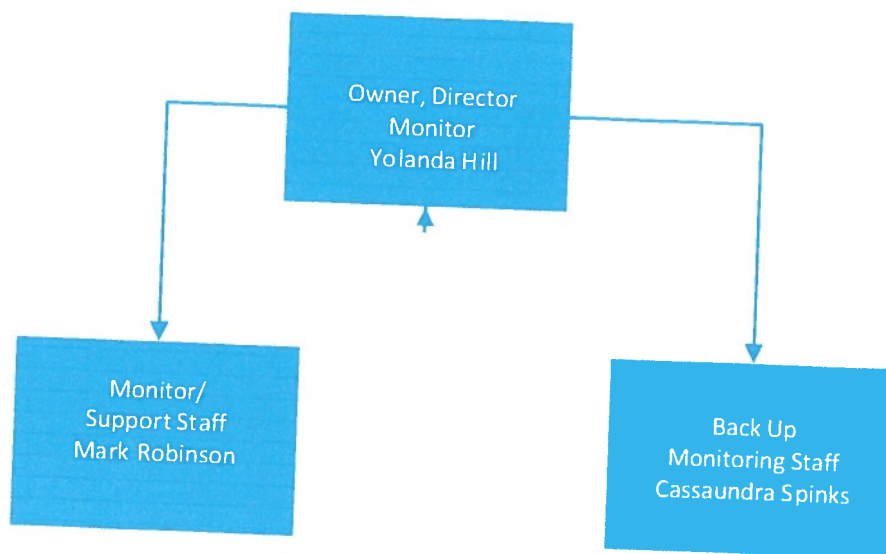
CACFP Area	Person Responsible	Title	Qualifications	Hours worked per week
Satisfying meal pattern requirements	Mark Robinson	Support Staff/monitor	6 yrs CACFP exp	15
Classifying income eligibility applications	Yolanda Hill	CFO/DIRECTOR	BSA, MSA, 8 yrs exp	40-45
Taking point of service meal counts	Yolanda Hill	CFO/DIRECTOR	BSA, MSA, 8 yrs exp	40-45
Ensuring fiscal management	Yolanda Hill	CFO/DIRECTOR	BSA, MSA, 8 yrs exp.	40-45
Maintaining proper records	Yolanda Hill	CFO/DIRECTOR	BSA, MSA, 8 yrs exp.	40-45
Satisfying training requirements	Yolanda Hill	CFO/DIRECTOR	BSA, MSA 8 yrs exp.	40-45
Sanitation	Mark Robinson	Support staff/monitor	6 yrs CACFP exp	15
Satisfying civil rights requirements	Yolanda Hill	CFO/DIRECTOR	BSA, MSA 8 yrs exp	40-45
Monitoring	Yolanda Hill	CFO/DIRECTOR	BSA, MSA 8 yrs exp	40-45
Other:				40-45

13. d. Please check the method you will use to determine the effective date of your Income Eligibility Applications (IEAs). You must check one of the boxes below. Whatever method you choose must be applied to all income eligibility forms submitted on behalf of all participants in all centers and homes.

- The date the parent or guardian signs the IEA (not applicable for schools)  
 The date the sponsor official signs the IEA  
 The date the IEA is submitted (only applicable for schools)  
 IEAs not required (Check one below)
  - Head Start
  - At-risk afterschool
  - Emergency shelter

Attachment for  
Question 13-b  
for Mng. Plan

## Balanced Nutrition Incorporated Organizational Chart



**For Sponsoring Organizations of Day Care Homes Only:**

14 a. Provide a list of employees who have monitoring related duties, describe these duties and provide the total amount of hours worked each month and the number of hours spent on monitoring related duties during the month. Attach additional sheets if necessary.

List of Monitors	Description of Monitoring Duties	Hours Worked Per Month	Hours Per Month Monitoring
n/a			

14 b. List the monitors, their territories, number of sites monitored and estimated daily mileage to perform monitoring duties. Attach additional sheets if necessary.

Monitor	Territories	Number of Sites	Daily Mileage
n/a			

14 c. Please complete the monitoring schedule below. List all facilities/providers individually. (Attach additional sheets as necessary and label attachment.)

**PROJECTED MONITORING SCHEDULE FOR CURRENT FISCAL YEAR**

Individual Site Name	Projected Monitoring Dates (month, year)		
	1 <sup>st</sup> Monitoring Visit	2 <sup>nd</sup> Monitoring Visit	3 <sup>rd</sup> Monitoring Visit
n/a			

**For Sponsoring Organizations of Centers Only:**

15.a. Provide a list of employees who have monitoring related duties. Describe the duties and provide the total amount of hours worked each month and the number of hours spent on monitoring related duties during the month. Attach additional sheets if necessary.

List of Monitors	Description of Monitoring Duties	Hours Worked Per Month	Hours of Monitoring Per Month
Yolanda Hill	eligibility, meal counts, claim review, menus, milk calc. a all monitoring duties listed in attached job description	160	20
Mark Robinson	meal counts, menu review, attendance, all monitoring duties listed in attached job description	45	4

15 b. List the monitors, their territories, number of sites monitored and estimated daily mileage to perform monitoring duties. Attach additional sheets if necessary.

Monitor	Territory(ies)	Number of Sites	Daily Mileage
Yolanda Hill	Nash, Guilford, Randolph, Alamance, Forsyth, sites within 3 hours radius from home office	1	60
Mark Robinson	Guilford, Randolph, Alamance, Nash	1	10

15 c. Please complete the monitoring schedule below. List all facilities individually. Attach additional sheets as necessary.

Projected Monitoring Scheduled for Current Fiscal Year			
Individual Site Name	Projected Monitoring Dates (month and year)		
	1st Monitoring Visit	2nd Monitoring Visit	3rd Monitoring Visit
Alphabet Christian Academy	March 23, 2017	July 21, 2017	October 17, 2017

16. If a monitor is unavailable to perform the monitoring duties, how will the sponsoring organization ensure that the facilities are monitored in accordance with 7 C.F.R. §226.16.  
 Sponsor's backup monitor is Cassandra Spinks. Sponsor will ensure that back-up staff is trained and available to perform monitoring duties according to CACFP guidelines. Backup staff will be used to ensure facilities are monitored in accordance with all laws and regulations.

17. Provide a copy of each of the following CACFP policies. Policies must be in compliance with 7CFR Part 226.  
 a. Policies and procedures that assign CACFP responsibilities (job descriptions) **Attached**  
 b. CACFP Outside Employment Policy **Attached**  
 c. (For Day Care Homes Sponsors Only) – CACFP Administrative Review (Appeal) Policy **N/A**

18. Provide a copy of the information provided to the parents informing them of this Sponsoring Organization's participation in CACFP. (Example: "Building for the Future" flyer with Sponsoring Organization's complete contact information) (sample included)

**Building for the Future flyer attached.**

## Balanced Nutrition, Inc.

### Job Descriptions

#### **Executive Director/Chief Financial Officer**

Oversee the operation of the organization. He/she has the fiduciary responsibility of ensuring the budget is maintained and ensuring the program compliance with federal regulations.

#### **Eligibility Staff**

Oversees the enrollment and income eligibility process. Distributes work to others to ensure enrollment data and eligibility data is complete for purposes of payment and each center/homes monthly eligibility for participation. Reviews enrollments and income forms for new sites prior to sign-up to verify eligibility of for profit centers.

#### **Compliance Staff:**

Oversees claim processing, manages database systems to ensure that all compliance areas are met. Works with monitoring staff to ensure requirements are met within regulatory time frames. Processes new agreements and communicates with state office if necessary. Determines eligibility of homes for tiering purposes.

#### **Trainers:** Responsible for Nutrition, Regulation, and Civil Rights Training & Development

The trainer is responsible for keeping staff informed of nutrition information and answering questions from providers if necessary. Plans and conducts training for providers concerning regulations, civil rights, nutrition education and any necessary training due to compliance concerns with providers. Assist with staff training and development.

#### **Monitors:**

##### Job Description for Balanced Nutrition Inc. Sponsor Monitor

The Balanced Nutrition, Inc. monitoring consultant provides the link between the child care provider and the organization. Your duties are varied and require extensive program knowledge and considerable judgment. Decisions are made that affect a child care provider's ability to participate, how much reimbursement is received and Balanced Nutrition Inc.'s compliance with program regulations and requirements.

#### **Major Activities of Monitoring Consultants:**

##### Training and Technical Assistance

##### Duties:

- Provides on-site initial training
- CACFP policies and procedures
- Nutritional requirements
- Ongoing evaluation of provider training needs



- Implements training and documents the training as necessary
- Ongoing technical assistance
- Adapts training to individual needs of providers
- based on education levels and learning styles
- Ensures providers have knowledge of program requirements in order to be successful
- Documentation of all training and technical assistance in CACFP file

Necessary skills and knowledge:

- Knowledge of program requirements
- Federal Regulations
- State Agency Policy
- Balanced Nutrition Inc. Policy and Procedures
- Knowledge of basic nutrition for children and meal patterns
- Ability to analyze and determine necessary corrective action if needed
- Ability to communicate verbally and in writing, individually and in group settings
- Ability to track training needs and outcomes of training

### **Monitoring Compliance with CACFP Rules and Regulations**

Duties:

- Prepares for the on-site visit by checking records of claiming patterns and problems identified at previous visits
- Follows sponsoring organizations review schedule and ensures all reviews are done in compliance with State and Federal time frames
- Reviews performance of providers at on site reviews and
- By monitoring monthly menu review
- Completes all aspects of the on-site review in accordance with Federal guidelines and State and Balanced Nutrition Policy and documents accordingly
  - Meal types and times
  - Meal components
  - Meal counts
  - Menu review and paperwork documentation
  - 5 - day reconciliation
- Enrollment verification
- Tiering review/ or free and reduced priced apps
- CACFP expenses (centers only)
- Ensures foods are prepared and served following food safety guidelines and quality standards
- Provides menu suggestions to encourage variety in foods and preparation methods that are consistent with healthy practices
- Provide resource materials for menus, recipes, and meal planning
- Reviews and documents the content of the entire review. Corrective action if identified is documented and follow up action is planned
- Menu concerns are documented in CACFP file, and in consultant notebook for follow-up

Necessary skills and knowledge:

- Knows observation techniques that identify potential problems associated with the food and nutrition programs as well as other conditions that pose a potential threat to child safety
- Knows procedures for conducting cross checks for verification of attendance and meal counts
- Knows the importance of documenting results of onsite reviews especially when problems are identified
- Knows appropriate reporting procedures when signs of abuse or neglect are observed or suspected.
- Knows CACFP meal component requirements and menu modification for special needs
- Understands basic food safety requirements
- Understands infant meal pattern and the introduction of solid foods

Miscellaneous administrative duties:

- Ensuring records are maintained properly
- Checking messages and returning phone calls and emails
- General caseload management
- Working with supervisor to seek clarification when needed

**Office/Administration Staff:**

Maintains all forms on computer and makes changes as necessary. Ensures that supplies and review packets are prepared and handbooks are complete and ready for monitors. Orders supplies and printing with Director's approval. Clerical support for data entry, filing, copying, general office duties. Assist with menu review by counting attendance, processing center expenses, or counting title XX.

Maintains database of center attendance, processes eligibility applications. Assist with menu review by counting attendance, processing center expenses, counting title XX and making parent contacts. General filing and office work.

Answers phone, logs in menus upon receipt. Assist with menu review by counting attendance, processing center expenses, counting title XX and making parent contacts. Processes incoming and outgoing mail and faxes. Orders supplies and printing with Director's approval.

**PROGRAM ACCOUNTABILITY**

**For Private Non-Profit and For-Profit Corporations ONLY:**

19(a). What is the schedule for your board meetings? **2016 Schedule: May 26, Sept. 16th, Nov. 10th. 2017 Schedule: March 7th, May 17th, August 23rd, December 13th**  
 19(b). Complete chart for Board of Directors.

Board Member	Position on Board	Mailing Address (Street, City, State, ZIP Code)	Area code + phone number	Relationship to other board members or employees	Employed at the center?	Compensation for serving on board (yes or no)
Tuwanda G. Brunson	Chairman	3805 Bethany Trace Greensboro, NC 27406	[REDACTED]	None	No	No
Renee M. Phifer	Board Member	14 Ponderosa Ct. Greensboro, NC 27406		None	No	No
Yolanda Hill	Secretary/ Treasurer	4015 Sassafras Ct. Greensboro, NC 27410		None	Yes at sponsoring organization as CFO.	No

**20. For Private Non-Profit and Private For-Profit Corporations:**

a. What oversight / supervision does the board of directors have for the Sponsoring Organization's participation in the CACFP? (check all that apply).

- policy making
- fiscal guidance
- ongoing governance
- reviews sponsoring organizations policies, programs and budgets
- decision making on compensation and other areas of program operations
- board minutes document decisions which are made
- personnel decisions
- other (please explain)

b. Please attach your organization's governing board policies/procedures for oversight of your organization.

**See attachment: Board of Director's Roles and Responsibilities**

**21. How does your organization determine Financial Responsibility for the following topics:**

**a. Fiscal integrity and accountability for all funds and property received, held and disbursed?**

- Does the organization have a separate bank account for CACFP?  Yes  No
- List name and address of bank(s) where CACFP funds are deposited? PNC BANK  
5234 W. MARKET ST. GREENSBORO, NC 27409
- What is the organization's accounting method?  
 Cash  Accrual  Modified Accrual
- CACFP transactions are recorded on? (Check all that apply.)  
 Paper ledger  
 Accounting software. Provide name of software: Quickbooks  
 CACFP cash receipts and disbursement journal  
 Other (Specify/Explain) \_\_\_\_\_
- CACFP transactions are backed up by what system? (Check all that apply.)  
 Paper ledger  
 Accounting software. Provide name of software: Quickbooks  
 CACFP cash receipts and disbursement journal  
 Other (Specify/Explain) Microsoft Cloud

**b. The integrity and accountability of all expenses incurred?**

- What documentation is maintained on file to support CACFP expenditures? (Check all that apply.)  
 Itemized receipts, invoices and bills  Bank records  Rental Agreements  
 Timesheets  Payroll records  Contracts  
 Tax returns  Board Minutes  Cost Allocation Plans  
 Depreciation Schedules  Travel records  Other (Specify) \_\_\_\_\_
- How frequently are CACFP transactions recorded in your accounting system?  
 Daily  Weekly  Monthly  Other (Specify) \_\_\_\_\_
- How frequently are the CACFP receipts and expenditures compared to the budget?  
 Daily  Weekly  Monthly  Other (Specify) \_\_\_\_\_

**c. That claims are processed accurately and in a timely manner?**

- Point of meal service counts are used by centers and/or homes for preparing the daily meal count record.
- Claims are reviewed by a second party for accuracy prior to being submitted for reimbursement.
- Regulatory edit checks are performed prior to claim submission.
- Claims are uploaded using an automated program. List program: \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

**• That center eligibility requirements are met?**

- N/A Non-Profit center.
- 25% of enrollment receive Title XIX or Title XX and claim is processed after the monthly Reimbursement Statement is reviewed.
- Verify that at least 25% of enrolled participants are eligible for Free or Reduced Price Meals (Child Care).
- N/A Homes Sponsor
- Other (Specify) \_\_\_\_\_

**d. That funds and property are used and expenses incurred for authorized Program purposes only? (Check all that apply.)**

- How is it ensured that the CACFP is operated as a non-profit program?  
 Review year to date expenditures to ensure no more than three months operating balance is available for sponsored centers.  
 CACFP allowable costs exceed the CACFP reimbursement.  
 Budget is amended as necessary to ensure all CACFP expenditures are approved prior to being incurred.

- How is it ensured that CACFP funds are used only for necessary, reasonable, and allowable costs?
  - FNS Instruction 796-2, Rev. 3 is used as reference for determining allowable and unallowable costs.
  - Cost allocation plans are used for costs shared between programs.
  - Only costs included in annual budget are expensed
  - Receipts are reviewed to ensure no unallowable costs are accounted for as CACFP costs.
  - Other (Specify) \_\_\_\_\_

**e. That a system of safeguards and controls is in place to detect and prevent improper financial activities (fraud) by employees? (Check all that apply.)**

- The organization has a separation of CACFP duties between two or more persons.
- Different persons are responsible for receipt and expenditure of funds.
- More than one signature is required for checks used for paying CACFP expenditures.
- Accountant prepares monthly reports and yearly income tax returns.
- Annual audits are performed.
- Board reviews CACFP expenditures and gives approval prior to purchases being made.
- Board makes fiscal decisions for CACFP.
- CACFP duties are rotated periodically within the organization.
- Inventory is taken periodically for items purchased with CACFP funds.
- Other (Specify) \_\_\_\_\_

- 22. Sponsors of Centers Only: Does your Sponsoring Organization plan to claim administrative costs?  yes  no**  
 If yes, how will you ensure that the administrative costs allocated to CACFP will not exceed the amount of administrative cost approved by the state agency? (check all that apply)
- tracks actual expenditures against approved budget
  - amends budget that considers year to date expenditures
  - other (please explain) \_\_\_\_\_

**23. Indicate your system for maintaining appropriate records to document CACFP requirements. (All items in bold must be checked and check any other items that apply)**

- Records are maintained at (write complete address where CACFP records are kept)** 4015 Sassafras Ct. Greensboro, NC 27410-8481
- Records are maintained for 3 years, plus the current year**
- Records are maintained according to 7CFR §226.15(e)**
- Copies of records are maintained at each facility (attendance, point-of-service meal counts, menus, receipts, medical documentation for special dietary needs, provision of iron fortified infant formula, enrollment forms).**
- Other (Please explain) \_\_\_\_\_

**24. Provide the Sponsoring Organization's schedule for training the Sponsoring Organization's staff on CACFP requirements for the upcoming fiscal year. (This does not include training conducted by the State agency).**

Date (month, year)	Areas of Training	Sponsor's Trainer	Attendees	Location Site
September 8, 2016	Record keeping, meal patterns, meal counts, civil rights	Yolanda Hill	Mark Robinson Cassandra Spinks	4015 Sassafras Ct Greensboro, NC 27410
September 15, 2016	Reimbursement process, claim submission, monitoring	Yolanda Hill	Mark Robinson Cassandra Spinks	4015 Sassafras Ct/ Greensboro, NC 27410

**25. Provide the schedule for training sponsored facilities on CACFP requirements for the upcoming fiscal year. (This does not include training provided by the State agency.)**

Date (month, year)	Proposed Topic of Training	Sponsor's Trainer	Attendees	Location Site
October 4, 2016	Record keeping, meal patterns, meal counts, civil rights	Yolanda Hill	Sara Smith, Ann Wright, Katie Pridgen, Teresa McClaston, Anna Roman	203 N Walnut St Spring Hope, NC 27882
November 1, 2016	Claim submission, monitoring	Yolanda Hill	Sara Smith, Ann Wright, Katie Pridgen, Teresa McClaston, Anna Roman	203 N Walnut St Spring Hope, NC 27882

**For Sponsoring Organizations of Day Care Homes, please complete questions 26 and 27. For others, skip to question 28.**

26. What verification method will be used to make Tier I determinations? (check all that apply) N/A  
 Elementary school data  
 Obtain and verify family size and income / categorical eligibility information from the provider  
 Census data

27. How will Tier II day care homes be notified of their options for reimbursement? Please attach copy.  
  
N/A

### FACILITY LEVEL OPERATIONS

28. In addition to maintaining menus to document compliance with 7 CFR §226.20; serving meals that include creditable foods for all required components in appropriate quantities; and modifying meals to meet individual's required dietary modifications and special needs, how will this Sponsoring Organization ensure that facilities under its sponsorship are providing meals that meet the meal patterns set forth in 7 CFR § 226.20? (Check all that apply)

- consults Food Buying Guide
- consults Crediting Foods in the CACFP
- menus are reviewed by Sponsoring Organization to ensure compliance
- provides training on meal pattern requirements
- other (please explain)

29. How will this Sponsoring Organization ensure that facilities under its sponsorship comply with licensure or approval requirements set forth in 7 CFR § 226.6(d) AND §226.6(e)? (Check all that apply)

- facilities are licensed by county, state or federal agency
- sponsor takes appropriate action or reports license or approval requirement violations when observed
- sponsor reports to proper local and state authorities when they observe that health and/or safety of participants is imminently threatened in facility
- sponsor approves the facilities that are not licensed by a county, state or federal agency and uses the alternate approval form supplied by the state agency
- other (please explain)

30. How does this Sponsoring Organization ensure that facilities under its sponsorship have a food service that complies with applicable state and local health and sanitation requirements? (Check all that apply)

- facility staff practices sanitary measures while preparing and serving meals
- provide sanitation training
- semi-annual or annual inspections by local sanitarian
- other (please explain)

31. Indicate how this Sponsoring Organization will ensure that facilities under its sponsorship comply with civil rights requirements. (All items in bold must be checked and add any other items that apply)

- offers CACFP Program and serves meals to all enrolled participants regardless of race, color, sex, age, disability, or national origin
- includes the nondiscrimination statement and complaint procedure in advertisements when referencing admissions and/or the CACFP
- "And Justice for All Poster" on display for public viewing (centers only)
- racial/ethnic data collected annually based on currently enrolled participants
- other (please explain)

32. Indicate how this Sponsoring Organization will ensure that facilities under its sponsorship maintain complete and appropriate records on file. (All items in bold must be checked and add any other items that apply)

- training is provided on recordkeeping requirements
- facility maintains records for the required period of time to document all required items including, but not limited to application materials, minutes from board meetings, procurement actions, food cost documentation, and all records to support the claim for reimbursement (including menus, enrollment, attendance, point-of-service meal counts, meal substitutions, free and reduced-price applications, and Title XIX and XX status) other (please explain)

33. Indicate how this Sponsoring Organization will ensure that facilities under its sponsorship claim reimbursement only for eligible meals. (All items in bold must be checked and add any other items that apply)

- meal counts taken at point of service
- reimbursement does not exceed two meals and one snack or one meal and two snacks per child per day
- each participant claimed is enrolled and attending the facility
- a menu that meets meal pattern requirements is submitted for each meal claimed
- (Day Care Home Sponsors Only) provider's own children are claimed only if the child is enrolled with documented eligibility, and other enrolled children are in care and claimed for the same meal(s) (day care home only)
- reimbursement is not claimed for meals served in excess of the facility's authorized capacity or actual attendance
- only approved meal types are claimed
- meals are only claimed for approved facilities
- meals are only claimed for participants that are within the regulatory age limit
- Title XIX and/or XX status is verified monthly (for profits only)
- parental contacts
- other (please explain)

34. Indicate this Sponsoring Organization's procurement (purchasing) policy. (Check all that apply)

- small purchase procedures "Comparison Shopping"
- competitive sealed bids-formal advertising (\$100,000 or more)
- competitive negotiation \* (requires prior written state agency approval)
- non-competitive negotiation \* (requires prior written state agency approval)

### CERTIFICATION AND SIGNATURE

The representations made herein on behalf of the Institution 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.

I certify that this Sponsoring Organization and none of its principals are disqualified from participating in the CACFP.

I further certify that none of the facilities and none of the principals of the facilities are disqualified from participating in the CACFP.

As a sponsor of day care homes, I certify that the day care home provider's own children enrolled in the CACFP are eligible for free or reduced price meals.

Signature on Behalf of Sponsoring Organization:

Authorized Representative

Printed Name

2/17/17  
Date

Volanda Hill

**SAMPLE**

**North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs**

**CHILD AND ADULT CARE FOOD PROGRAM MEDIA RELEASE**

*(Child Care Centers, Adult Day Care Centers, Sponsoring Organizations of Centers, Outside School Hours Care Center)*

AGREEMENT NUMBER: \_\_\_\_\_

The  
announces

*Balanced Nutrition, Inc.*  
Name of Institution

their participation in of the U.S. Department of Agriculture funded Child and Adult Care Food Program. Meals will be available at no separate charge to enrolled participants. The income guidelines for free and reduced price meals by family size are listed on the back of this sheet. Children who are TANF recipients or who are members of SNAP or FDPIR households or are Head Start participants, are automatically eligible to receive free meal benefits. Adult participants who are members of food stamp or FDPIR households or who are SSI or Medicaid participants are automatically eligible to receive free meal benefits.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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 mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442; or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

For Institution Use Only

Sent To: Media Outlets  
WFMY News 2 1615 Phillips Ave. Goo, NC 27405 Date 9/23/16  
Fox 8 WGHP 2005 Francis St. High Point, NC 27263 9/23/16

**Routing:** Submit original to media outlet and one copy to State Agency with current income guidelines. Retain one copy for your files.



# INCOME ELIGIBILITY GUIDELINES

Effective July 1, 2016 - June 30, 2017

The Following Household Size and Income Standards Are Used To Determine Eligibility

HOUSEHOLD SIZE	YEARLY			MONTHLY			TWICE PER MONTH			EVERY TWO WEEKS			WEEKLY	
	Free	Reduced		Free	Reduced		Free	Reduced		Free	Reduced		Free	Reduced
1	\$15,444	\$21,978		\$1,287	\$1,832		\$644	\$916		\$594	\$846		\$297	\$423
2	\$20,826	\$29,637		\$1,736	\$2,470		\$868	\$1,235		\$801	\$1,140		\$401	\$570
3	\$26,208	\$37,296		\$2,184	\$3,108		\$1,092	\$1,554		\$1,008	\$1,435		\$504	\$718
4	\$31,590	\$44,955		\$2,633	\$3,747		\$1,317	\$1,874		\$1,215	\$1,730		\$608	\$865
5	\$36,972	\$52,614		\$3,081	\$4,385		\$1,541	\$2,193		\$1,422	\$2,024		\$711	\$1,012
6	\$42,354	\$60,273		\$3,530	\$5,023		\$1,765	\$2,512		\$1,629	\$2,319		\$815	\$1,160
7	\$47,749	\$67,951		\$3,980	\$5,663		\$1,990	\$2,832		\$1,837	\$2,614		\$919	\$1,307
8	\$53,157	\$75,647		\$4,430	\$6,304		\$2,215	\$3,152		\$2,045	\$2,910		\$1,023	\$1,455
For each additional family member add:	\$5,408	\$7,696		\$451	\$642		\$226	\$321		\$208	\$296		\$104	\$148

The poverty guidelines are sometimes loosely referred to as the "federal poverty level" (FPL), but that phrase is ambiguous and should be avoided, especially in situations (e.g., legislative or administrative) where precision is important.

**SAMPLE**

**North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEDIA RELEASE**

*(Emergency Shelters, At-Risk Afterschool Care Centers, and Sponsoring Organizations of Emergency Shelters, Sponsoring Organizations of At-Risk Afterschool Care Centers, and Sponsoring Organizations of Day Care Homes)*

**AGREEMENT NUMBER:** \_\_\_\_\_

The Balanced Nutrition, Inc. \_\_\_\_\_ announces  
Name of Institution

their participation in the U.S. Department of Agriculture funded Child and Adult Care Food Program. Meals will be available at no separate charge to enrolled participants. Children who are TANF recipients or who are members of SNAP or FDPIR households or are Head Start participants, are automatically eligible to receive free meal benefits.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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 mail to: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442; or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

**For Institution Use Only**

<b>Sent To:</b>	<b>Media Outlets</b>	<b>Date</b>
	<u>WFMY News 2 1615 Phillips Ave. Greensboro, NC 27405</u>	<u>9/23/16</u>
	<u>Fox 8 WGHP 2005 Francis St, High Point, NC 27269</u>	<u>9/23/16</u>

**Routing:** Submit original to media outlet and one copy to State Agency. Retain one copy for your files.

## Instructions for Completing the Statement of Authority

1. **Agreement #:** Provide the agreement number for the institution.
2. **Name of the Institution:** Provide the name of the institution.
3. **Street, City, State, and Zip Code:** Provide the street or physical address, city, state, and zip code for the institution.
4. **Print Name:** Print the names of ALL individuals that are authorized to sign all CACFP documents on behalf of the institution.  
**Title:** Provide the title of the individual.  
**Signature:** The individual must provide his/her signature.
5. **Signature:** Provide the signature of the board chair or owner of the institution.
6. **Official Title:** Provide the title of the board chair or owner of the institution.
7. **Date:** Provide the date that the board chair or owner signed the document.

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

Preaward Compliance

1. Institution Name: Balanced Nutrition, Inc. 2. Agreement #: \_\_\_\_\_

Prior to Program Agreement approval, provide the following information

Estimate data on the ethnic and racial makeup of the population to be served. Please enter the number of individuals, not the percentage of the population to be served.

Ethnicity:

3. 5811 Hispanic or Latino  
4. 101,591 Not Hispanic or Latino

Race:

5. 481 American Indian or Alaskan Native  
6. 3527 Asian  
7. 32,060 Black or African American  
8. 20 Native Hawaiian or Other Pacific Islander  
9. 66,305 White

10. Describe the efforts to be used to assure that minority populations have an equal opportunity to participate.

Marketing information, (Flyers, brochures, postcards) will be distributed in the community. We will work local agencies and advertise in minority publications.

11. Describe efforts to be used to contact minority and grassroots organizations about the opportunity to participate.

We will mail/distribute flyers, brochures in the community. We will also work with DHHS and use social media to advertise in minority publications and contact grassroots organizations.

12. List any Federal agencies currently providing financial support to the institution.

NONE

13. Has the Institution ever been found to be in noncompliance by those Federal agencies?

NO N/A

## Instructions for completing the Preaward Compliance

1. **Institution Name:** Provide the Name of the Institution.
2. **Agreement Number:** Leave blank.
- 3-9.
  - The figures provide for numbers 3-9. You must provide whole numbers, not percentages.
  - The figures provided must represent the population the institution serves (children/adults) .
    - Example: If the institution is a child care center that enrolls infants and children, than the figures provided should reflect 0-12 year olds.
    - Example: If the institution is an adult day care center that enrolls adults ages 18-100, that the figures provided should reflect adults ages 18-100.
  - The population you serve could be, but not limited to your county or city/town.
  - The figures provided should NOT represent the enrollment of your institution.
  - The required figures can be obtained by going to [www.epodunk.com](http://www.epodunk.com) or [www.census.gov](http://www.census.gov).
    - **Ethnicity:**
      - Do not add any other categories to this section.
      - The total figures in the ethnic category must not be greater than the total figures in the race category.
    - **Race:**
      - Do not add any other categories to this section.
      - Only provide information for the races which are provided.
      - The total figures in the race category must be greater or equal to the total figures in the ethnic category.
10. How does the institution assure that the minority populations have an equal opportunity to participate with the institution?
11. What actions or efforts are used by the institution to contact minority and grassroots organization about the opportunity to participate with the institution?
12. Provide a list of all federal agencies currently providing financial support to the institution..
13. Respond yes or no to the question.

North Carolina Department of Health and Human Services  
 Division of Public Health  
 Women's & Children's Health Section  
 Nutrition Services Branch  
 Special Nutrition Programs

**CHILD AND ADULT CARE FOOD PROGRAM**  
**CERTIFICATION REGARDING OTHER PUBLICLY FUNDED PROGRAMS**  
 7 C.F.R. §226.6 (b)(1)(xiii) and (b)(2)(iii)

1. Institution Name: Balanced Nutrition, Inc. Agreement #: \_\_\_\_\_

The institution certifies that, during the past seven years, neither the institution nor any of its principals has been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements.

Principal is defined as any individual who holds a management position within, or is an officer of, an institution or a sponsored center, including all members of the institution's board of directors or the sponsored center's board of directors.

Publicly funded program means any program or grant funded by Federal, State, or local government.

The institution further certifies that the list below is a complete list of other publicly funded programs in which the institution and its principals have participated in the past seven years. If an institution or principal previously declared ineligible is now eligible for the program, please attach documentation (a letter from the agency on agency letterhead) stating that the institution or principal is now eligible. Institutions 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.

3. List of Publicly Funded Programs in which Institution and Principals have participated during Past Seven Years

(Attach additional sheets if necessary)

NAME OF FUNDING AGENCY	NAME OF FUNDING AGENCY
a. <u>N/A</u>	g.
b.	i.
c.	j.
d.	k.
e.	l.
f.	m.
g.	n.

The representations made herein on behalf of the Institution 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.

4. Yolanda Hill  
 (Signature of Institution Authorized Representative)

5. 11/7/16  
 (Date)

6. CFD  
 (Title)

7. Yolanda Hill  
 (Printed Name)

## **Instructions on Completing the Certification Regarding Other Publicly Funded Programs**

1. **Institution Name:** Provide the name of the institution.
2. **Agreement #:** Provide the 4 digit agreement number for the institution.
3. **Chart:** In the chart, provide a list of all publically funded program in which the institution and principals have participated in during the past seven years.
4. **Signature:** Provide the signature of the institutions authorized representative.
5. **Date:** Provide the date in which the form was signed.
6. **Title:** Provide the title of the person who signed the form.
7. **Print name:** Print the name of the person that signed the form.

North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs

CHILD AND ADULT CARE FOOD PROGRAM

CERTIFICATION REGARDING CRIMINAL CONVICTIONS  
7 C.F.R. § 226.6(b)(1)(xiv) and (b)(2)(iv)

Institution Name: Balanced Nutrition, Inc Agreement #: \_\_\_\_\_

The institution certifies that neither the institution 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. Institutions 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.

The representations made herein on behalf of the Institution 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.

Yolanda Hill  
(Signature of Institution's Authorized Representative)

11/7/16  
(Date)

Owner/CFO  
(Title)

Yolanda Hill  
(Printed Name)



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

TRUTH OF APPLICATIONS AND NAMES AND ADDRESSES  
7 C.F.R. § 226.6 (b)(1)(xv) and (b)(2)(v)

Institution's Name: Balanced Nutrition, Inc. Agreement #: \_\_\_\_\_

All information submitted to the State agency with this application is 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.

 12/13/17  
\*(Signature of Board Chair or Owner) (Date)

BOARD CHAIR  
(Title)

TUNYANDA B. BRUNSON 1/23/78  
(Printed Name) (Date of Birth)

3805 BETHANY Tr.  
(Street Address)

GREENSBORO, NC 27406  
(City, State, and Zip Code)

(336) 456-6497  
(Telephone Number)

 12/13/17  
\*(Signature of Executive Director) (Date)

CFD / Exec. Director  
(Title)

Volanda Hill 4/29/68  
(Printed Name) (Date of Birth)

4015 Sassafras Ct.  
(Street Address)

Greensboro, NC 27410  
(City, State, and Zip Code)

(336) 508-9827  
(Telephone Number)

\* If the institution does not have an Executive Director, please include the requested information for the Director or equivalent position.

North Carolina Department of Health and Human Services  
 Division of Public Health  
 Women's & Children's Health Section  
 Nutrition Services Branch  
 Special Nutrition Programs

**CHILD AND ADULT CARE FOOD PROGRAM**

Institution Name: Balanced Nutrition, Inc. Agreement Number: \_\_\_\_\_

Information on Owners/Principals

Is any owner or principal of this Institution either an owner or a principal in any other institution or facility in the CACFP? \_\_\_ Yes  No (For example: Jane Doe owns 25% of Business "A," an independent CACFP center, and is also a member of the board of Non-Profit "B," a CACFP sponsor of day care homes. This form should be completed by both Business "A" and Non-Profit "B," disclosing Jane Doe's role in each entity.)


7 C.F.R. § 226.2 defines *principal* as "any individual who holds a management position within, or is an officer of, an institution or a sponsored center, including all members of the institution's board of directors or the sponsored center's board of directors."

If yes, please complete the chart below and attach additional sheets if necessary: (Please include centers participating in other states and centers participating under Sponsoring Organizations)

Name of Owner/Principal	Agreement no. of other CACFP entity	Name of other CACFP entity	Address of other CACFP entity
N/A			

**(Special Note for Sponsoring Organizations of Affiliated Centers:** Regarding your affiliated entities only (i.e., those having the same legal identity), you do not need to provide the information above. For all other situations, however, you must provide any responsive information.)

The representations made herein on behalf of the Institution 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.

  
 \_\_\_\_\_  
 (Signature of Authorized Representative)  
Yolanda Hill  
 \_\_\_\_\_  
 (Printed Name)

11/7/16  
 \_\_\_\_\_  
 (Date)  
Owner/CEO  
 \_\_\_\_\_  
 (Title)

North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs  
CHILD AND ADULT CARE FOOD PROGRAM


Certification of Single Exclusive CACFP Agreement

Institution Name: Balance Nutrition, Inc. Agreement number: \_\_\_\_\_

On behalf of Balanced Nutrition, Inc. I Yolanda Hill,  
(Name of Institution) (Name of Individual)

certify that neither this is participating or applying to participate under the auspices of more than one CACFP agreement and that, therefore, our Agreement with the State Agency is exclusive.

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.

  
(Signature of Authorized Representative)  
Yolanda Hill  
(Printed Name)  
Owner / CFO  
(Title)

11/7/16  
(Date)

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

**CACFP FACT SHEET FOR NEW SPONSORING ORGANIZATIONS**

- 7 CFR §226.11(a) states, "Payments shall be made only to institutions operating under an agreement with the State agency for the meal types specified in the agreement." New Institutions and new centers will be approved to claim reimbursement the day of approval and forward.
- For independent institutions and sponsoring organizations of centers, reimbursement payment is based on the number of approved meals served and claimed. It is not based on actual costs. Reimbursement must be used to pay for food service costs, as outlined in the approved budget.
- Attendance of participants must be taken and maintained daily.
- Meals must be counted at the **point of meal service**, not from attendance sheet. Day care homes may record meal counts daily.
- Except for day care homes, receipts and/or invoices must be maintained to document the amount of milk purchased and served.
- Use a measuring cup to measure milk to ensure that each participant receives the minimum amount required, by age group.
- Receipts and/or invoices must be maintained to document other costs claimed, including food, labor, supplies, and administrative.
- Daily dated menus must be maintained.
- A **breakfast** meal must contain: milk, bread, fruit or vegetable. All components must be listed on the menu. Fat-free (skim) or low-fat milk (1%) must be served to participants 2 years of age and older.
- A **lunch and supper** meal must contain: milk, bread, 2 different fruits or vegetables, meat. All components must be listed on the menu. Fat-free (skim) or low-fat milk (1%) must be served to participants 2 years of age and older.
- A **snack** must contain two of the following four components: milk, bread, fruit or vegetable, meat. All components must be listed on the menu. If milk is offered as a snack, fat-free (skim) or low-fat milk (1%) must be served to participants 2 years of age and older.
- Juice and milk cannot be served at the same snack.

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

**CACFP FACT SHEET FOR NEW SPONSORING ORGANIZATIONS**

- Water must be made available to all children throughout the day.
- All meals must be served as a unit.
- Income eligibility applications must be on file for all participants who are classified as free or reduced. Income eligibility applications must be completed yearly and are only good for 12 months from the date of completion. Day care homes must have income eligibility applications on file if Tier 1 by income, Tier II High or Tier II mixed.
- If a participant does not have an income eligibility application on file, the participant will be classified as denied/paid. Tier II day care homes without income eligibility applications will be paid the low rate.
- Documentation of Enrollment as specified in 7 CFR Part 226 must be on file for all participants.
- All shared cost items must have a cost allocation plan on file to support costs charged to CACFP.
- Follow approved budget when submitting claims.
- The infant meal pattern must be offered to all infants, birth through eleven months of age. Maintain documentation to support offering the CACFP infant meal pattern.
- All records to support the claim for reimbursement must be on file before the claim is submitted.

Institution Name:

Balanced Nutrition, Inc.

Agreement Number:

Authorized Signature:

[Redacted Signature]

Date:

11/7/16

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 05 2015**

BALANCED NUTRITION INC  
4015 SASSAFRAS CT  
GREENSBORO, NC 27410-8481

Employer Identification Number:  
[REDACTED]

DLN:  
[REDACTED]

Contact Person:  
CUSTOMER SERVICE

ID# [REDACTED]

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:  
Yes

Effective Date of Exemption:  
October 28, 2015

Contribution Deductibility:  
Yes

Addendum Applies:  
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

BALANCED NUTRITION INC

Sincerely,

A black rectangular redaction box covering the signature of Jeffrey I. Cooper.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure:  
Addendum

BALANCED NUTRITION INC

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

Based on the information submitted with your application, we're treating your Form 1023-EZ as an application for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is the submission date of your application.



North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs

**CHILD AND ADULT CARE FOOD PROGRAM**

**Nondiscrimination Policy**

Name of Institution: BALANCED NUTRITION, INC. AGREEMENT NUMBER: \_\_\_\_\_

In accordance with federal law and the United States Department of Agriculture, it is the policy of BALANCED NUTRITION, INC. to prohibit discrimination.

(Name of Institution)


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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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 mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442; or email at [program\\_intake@usda.gov](mailto:program_intake@usda.gov). This institution is an equal opportunity provider.

Approved by: Balanced Nutrition, Inc. Board of Directors on 11/07/2016  
(Committee responsible for approving policies) (Date)

Adopted by Board of Directors on: 11/07/2016  
(Date)

  
Signature of Board Chair or President of Organization

11/7/16  
(Date)

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

Free and Reduced Priced Policy Statement  
Sponsoring Organizations of Day Care Homes

Balanced Nutrition, Inc.  
(Name of Institution)

\_\_\_\_\_  
(Agreement Number)

All participants are served the same meals at no separate charge. 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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 mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442; or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

Additionally, there will be no identification of children in day care home in which meals are reimbursed at both the tier I and tier II reimbursement rates, and

Balanced Nutrition, Inc. will not make any free and reduced price  
(Name of Sponsoring Organization)

eligibility information concerning individual households available to day care homes and will otherwise limit the use of such information to persons directly connected with the administration and enforcement of the Child and Adult Care Food Program.

Approved by: Board of Directors  
(Committee responsible for approving policies)

on 11/7/16  
(date)

Adopted by Board of Directors on: 11/7/16  
(date)

Signature of Board Chair  
or President of Organization: 

(Signature)

11/7/16  
(date)

North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs

CHILD AND ADULT CARE FOOD PROGRAM

Free and Reduced Priced Policy Statement  
Sponsoring Organizations of Centers

Balanced Nutrition, Inc.  
(Name of Institution)

\_\_\_\_\_  
(Agreement Number)

All participants are served the same meals at no separate charge. 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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 mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442; or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

Approved by: Board of Directors on  
(Committee responsible for approving policies)

11/7/16  
(date)

Adopted by Board of Directors on: 11/7/14  
(date)

Signature of Board Chair  
or President of Organization: \_\_\_\_\_

(Signature)

11/7/16  
(date)


North Carolina Department of Health and Human Services  
 Division of Public Health  
 Women's & Children's Health Section  
 Nutrition Services Branch  
 Special Nutrition Programs  
 CHILD AND ADULT CARE FOOD PROGRAM

Participant Eligibility Information for New Centers Summary

NAME OF INSTITUTION: Balanced Nutrition, Inc

Name of Center	Total Number of Enrolled Participants	Total Number of Participants Classified as Free	Total Number of Participants Classified as Reduced	Total Number of Participants Classified as Denied	Total Number of Participants with No Application
Alphabet Christian Academy	25	15	4	6	0

The representations made herein on behalf of the Institution 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.

 ORIGINAL Signature of Institution's Authorized Representative  
 Owner CFO Title  
 11 / 17 / 16 Date

CHILD AND ADULT CARE FOOD PROGRAM  
 CERTIFICATION OF ELIGIBILITY  
 FOR-PROFIT INSTITUTIONS AND CENTERS

NAME OF INSTITUTION: Balanced Nutrition, Inc.  
 CLAIM MONTH & YEAR: November 2011 (Enter each facility on a separate line)

AGREEMENT #: \_\_\_\_\_

#	Name of Institution/Facility	Facility's License Capacity	# of Participants Enrolled During the Claim Month	# of Participants Receiving Title XX Funds (SSBG) During the Claim Month *	# of Participants Receiving Title XIX Funds During the Claim Month	# of Participants Eligible for F/R Priced Meals During the Claim Month **	State Use Only % of Title XIX/XX or F/RP Participants During the Month
1	Alphabet Christian Acad.	77	25			19	76%

\*Only enrolled participants listed on turnaround printout, with a payment from Fund Source Code 25 are to be included in this number.  
 \*\*Only enrolled participants eligible for free or reduced priced meals are to be included in this number.

The representations made herein on behalf of the Institution 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.

 ORIGINAL Signature of Institution's Authorized Representative  
 Title: CFO  
 Date: 11/14/11

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

### Sponsor Training Certification

I certify that all key staff and facilities sponsored by Balanced Nutrition, Inc.  
(Name of Sponsoring Organization)  
have been/will be trained on the following six required content areas for fiscal year 2016-2017.

- CACFP Meal Pattern
- Reimbursement Process
- Accurate Meal Counts
- Claim Submission
- Recordkeeping
- Civil Rights
  - o Collection and use of data,
  - o Effective public notification systems,
  - o Complaint procedures,
  - o Compliance review techniques,
  - o Resolution of noncompliance,
  - o Requirements for reasonable accommodation of persons with disabilities,
  - o Requirements for language assistance,
  - o Conflict resolution, and
  - o Customer service.

I understand that the training(s) must be documented, specifying the date(s) of the training, the topics covered, location, and a list of all attendees.

[Redacted Signature]

(Signature of Authorized Representative)

Yolanda Hill

(Printed Name of Authorized Representative)

Owner/CEO

(Title)

11/14/16

(Date)


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

**Outside Employment Policy**

No BALANCED NUTRITION, INC. employee with Child  
(Name of Institution)

and Adult Care Food Program (CACFP) responsibilities and duties shall have other  
employment within or outside BALANCED NUTRITION, INC.  
(Name of Institution)

that interferes with the completion of those CACFP responsibilities and duties. In  
addition, any employment outside of the CACFP responsibilities and duties may not  
constitute a real or apparent conflict of interest with the CACFP.

  
(Signature of Authorized Representative)

11/14/16  
(Date)

YOLANDA HILL  
(Printed Name)

OWNER/CFO  
(Title)

**N.C. Department of Health and  
Human Services Division of Public Health  
Nutrition Services Branch  
Special Nutrition Programs**

**Presents This Certificate of Completion to**

**Yolanda Hill**

**Who has successfully completed the following training workshop  
and has received 12 CACFP training hours for**

**Potential Institution Training for Sponsoring Organizations**

**On**

**May 17-18, 2016**

**in Raleigh, NC**

**Presented by:  
Diane Beth  
Nutrition Program Consultant**



**Arnette Cowan, Unit Supervisor  
Special Nutrition Program**



For Sponsoring Organizations of UnAffiliated Centers

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

AGREEMENT BETWEEN SPONSORING ORGANIZATIONS  
AND UNAFFILIATED CENTER

**INSTRUCTIONS:** An original and two copies of this Agreement must be completed and signed by the Facility's Board Chairperson or Owner and returned to the Sponsoring Organization. An authorized representative of the Sponsoring Organization must sign all copies, keep one, send one copy back to the Facility's Board Chairperson or Owner, and provide one copy to the North Carolina Department of Health and Human Services (hereinafter referred to as the "State Agency").

Legal Name of Facility: Alphabet Christian Academy, Inc. Federal ID #: [REDACTED]  
Business Name of Facility if different from Legal Name: Same as above  
Street Address: 203 N. Walnut St. County: Nash  
City, Zip: Spring Hope, NC 27882 Telephone Number: (252) 343-9420  
Mailing Address: 1510 Jeffery Ct. Fax #: ( ) N/A  
City, Zip: Spring Hope, NC 27882 Email: sesmithaca@gmail.com  
Type of Facility: ( ) State Government ( ) Local Government ( ) Federal Government (  ) Private For Profit ( ) Private Nonprofit  
Business Organization: ( ) Sole proprietorship (  ) Corporation ( ) Limited Liability Company ( ) Partnership  
( ) Other (please describe) \_\_\_\_\_

**Entire Agreement**

This Agreement and any documents incorporated specifically by reference, including Attachments A and B, represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

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)

Balanced Nutrition, Inc.

Sponsoring Organization's Name

Sponsoring Organization's Agreement #

4015 Sassafras Ct. Greensboro, NC 27410-8481

Sponsoring Organization's Address

(hereinafter referred to as the "Sponsoring Organization") and the Facility whose name and address appear above, agree to comply with the terms of this Agreement and all applicable federal and state laws, regulations, and policies governing the CACFP.

**I. THE FACILITY AGREES:**

**A. Program Benefits**

The Facility, by participation in the CACFP, accepts the responsibility for providing program benefits to eligible participants at the Facility listed above.

**B. Meal(s) Approved**

This Facility has been approved by the Sponsoring Organization to serve the following meals:

Breakfast  AM Snack  Lunch  PM Snack  Supper  Late PM Snack  At Risk – ASCS

### C. Reporting Requirements

The Division has determined that this is a contract for financial assistance, and therefore is subject to reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment C (Private entities only).

### D. Statement of No Overdue Tax Debts

Contractor's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Contractor does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment D. Contractor acknowledges that the written statement must be filed before Division may disburse the grant funds.

### E. Reviews

The Facility agrees to allow the Sponsoring Organization, State Agency, United States Department of Agriculture, and other State or Federal officials to make announced or unannounced reviews of its operations during the normal hours of child or adult care operations. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

### F. Change in Ownership

The Facility shall notify the Sponsoring Organization when ownership or legal entity changes or the Facility ceases operation. A change in ownership or legal entity automatically terminates this agreement.

### G. The Facility further agrees to:

**Claim** reimbursement only for the type(s) of meals approved in this Agreement;

**Supply** meals without charge to all enrolled participants at the Facility approved in this Agreement;

**Notify** the Sponsoring Organization, without delay, if there are any changes in the Facility's license or approval status;

**Provide** time of service meal count records, menu records, and operating cost records to the Sponsoring Organization by the \_\_\_\_ day of each month. Failure to do so may result in loss of payment for that month;

**Serve** meals which meet the CACFP meal pattern requirements as set forth in 7 CFR §226.20 for the ages of participants being served;

Comply with the terms of this Agreement and all applicable federal and state laws, regulations and policies governing the CACFP, including, but not limited to, 42 USC §1766, 2 CFR Part 200, 7 CFR Part 226 and 10A NCAC 43J, with all subsequent amendments and editions;

**Take corrective action** on matters of noncompliance with CACFP laws, regulations and policies within the time frame(s) specified by the Sponsoring Organization. It is further understood and agreed that failure to take corrective action on matters of noncompliance within the time frame(s) specified by the Sponsoring Organization may constitute grounds for termination from participation in the CACFP;

**Upon request**, make all accounts and records pertaining to the program available to the Sponsoring Organization, State, Federal, or other authorized officials for audit or administrative review, examinations, excerpts and transcripts at a reasonable time and place. Failure to make records available may constitute grounds for termination;

Provide access to the Institution's personnel for the purpose of interviews and discussion related to program records, reports and other documents pertaining to the CACFP at the Institution and participating facility(ies);

**Maintain** the following records:

- A copy of CACFP Agreement between Sponsoring Organization and Facility (CACFP-8C);
- A copy of the Program Facility Application (CAC-7);
- A valid day care license as issued by the proper licensing entity;

- Documentation of attendance at two training sessions annually (including date(s), location(s), and topics);
- Daily records listing the number of enrolled participants in attendance and the number of meals served by type to enrolled participants;
- Budget (CAC-9 for sponsored centers);
- Itemized receipts and canceled checks which support the completion of the Cash Receipts and Disbursement Journal (CACFP-5);
- Certification of Eligibility For-Profit Centers (CACFP-1C);
- Payment invoices from the appropriate entity(ies) documenting Title XIX and XX beneficiaries;
- Monthly attendance records of all enrolled participants each month meals are claimed;
- Documentation that demonstrates all federal CACFP reimbursement received has been used solely for the operation of the CACFP to improve the quality of food served to enrolled participants;
- Provision of Iron-fortified Infant Formula or Breastmilk and Provision of Baby Food form;
- Daily dated menus;
- Income eligibility applications;
- 501(c)(3) documentation, if applicable;
- Documentation of enrollment for each participant as required by 7 CFR §226;
- Daily records of time 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;
- Catered meal documentation (delivery slips), if applicable;
- Racial/ethnic data form;
- Any other records required by the Sponsoring Organization.

Failure to provide these records, or missing, inadequate, incomplete, or inaccurate records, or discrepancies between records, shall be grounds for the disallowance of meals or recoupment of reimbursement or both.

**Maintain** all program records, reports and other documents pertaining to the CACFP at the Facility;

**If the Facility is a For-Profit Facility**, ensure that the Facility does not claim reimbursement in any month unless 25% of the enrolled participants or licensed capacity, whichever is less, are Title XIX or XX beneficiaries or at least 25% of the children served by the Facility are eligible for free or reduced priced meals.

**Serve** meals at meal service times as approved by the Sponsoring Organization on the Center/Facility Application (CACFP-7); and

**Comply** with all requirements of Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (Part 15, 15a and 15b of this title), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy to the end that no person may on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Program.

The Facility 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 benefits of, or be otherwise subject to discrimination under any program or activity for which the Facility 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 Facility 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 Facility 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 Facility, 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 the behalf of the Facility.

#### **H. Conflict of Interest Policy**

The Division has determined that this contract is a financial assistance contract. Facility shall file with the Division, a copy of the Facility's policy addressing conflicts of interest that may arise involving the Facility's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Facility's employees or members of its board or other governing body, from the Facility's disbursing of State funds and shall include actions to be taken by the Facility or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Division may disburse the grant funds. Refer to Attachment E. (N.C.G.S. 143C-6-23(b).

### **II. THE SPONSORING ORGANIZATION AGREES:**

#### **A. Reimbursement**

The Sponsoring Organization will reimburse the Facility, within 5 business days, in connection with meals served to enrolled participants at the approved Facility during the period of the Agreement. The amount of reimbursement for meals served in the CACFP by the Facility will be an amount equal to the number of meals, by type, served to enrolled participants, multiplied by the rate assigned by the USDA.

#### **B. The Sponsoring Organization further agrees to:**

1. Train Facility personnel before they begin participating in the Child and Adult Care Food Program;
2. Provide adequate supervisory and operational personnel for managing and monitoring the program;
3. Respond to the Facility's request for technical assistance;
4. Provide adequate Child and Adult Care Food Program recordkeeping forms to the Facility as requested or needed;
5. Make payments of program funds to the Facility within five (5) working days of receipt of reimbursement from the State Agency;
6. Accept final administrative and financial responsibility for program operations at the Facility under its jurisdiction; and
7. Retain no more than 15% of reimbursement, or the amount approved by the State Agency, earned by the Facility as an administrative fee.

### **III. THE SPONSORING ORGANIZATION AND FACILITY MUTUALLY AGREE:**

#### **A. Review of Meal Service and Records**

The Sponsoring Organization and State Agency have the right to visit the Facility to review its meal service and the meal records during normal hours of operation.

#### **B. Termination or Modification of Agreement**

This Agreement may be terminated by mutual agreement of the parties at any time. The Facility or Sponsoring Organization may terminate this Agreement for convenience upon thirty (30) days' written notice. The Facility shall notify the Sponsoring Organization when ownership changes or the Facility ceases operation.

This Agreement may be modified upon thirty (30) days' written notice in order to comply with any new legislation, regulations and policies governing the CACFP.

#### **C. Effective Period**

After the Agreement is signed by the Facility and the Sponsoring Organization, it shall be effective upon State Agency approval. The Agreement shall expire September 30, 2019; provided, however, this Agreement is binding on the Facility as long as it receives assistance or retains possession of any funds from the USDA and the State Agency.

**D. Incorporation by Reference**

The entire contents of the Facility's program application are incorporated herein by reference.

**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 \$25,000 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.

**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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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.

**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.

**For Facility**

By:   
 \_\_\_\_\_  
 Signature  
 sara smith  
 \_\_\_\_\_  
 Type or Print Name  
 owner / director  
 \_\_\_\_\_  
 Print Title

Date: 9/20/10

**For Sponsoring Organization**

By:   
 \_\_\_\_\_  
 Signature of Sponsoring Organization's Authorized Agent  
 Cheryl Financial Officer/owner  
 \_\_\_\_\_  
 Print Title  
 Yolanda Hill  
 \_\_\_\_\_  
 Type or Print Name

Date: 9/20/10

**Attachment A**  
**GENERAL TERMS AND CONDITIONS**  
**Sponsored Center- Private**

**Relationships of the Parties**

**Independent Contractor:** The sponsored center 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 sponsored center 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 employees of, or have any individual contractual relationship with, the Institution or Division.

**Subcontracting:** The sponsored center shall not subcontract any of the work contemplated under this contract without prior written approval from the Institution. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontracts specified in the contract documents are to be considered approved upon award of the contract. The Institution shall not be obligated to pay for any work performed by any unapproved subcontracts center. The sponsored center shall be responsible for the performance of all of its subcontracts.

**Assignment:** No assignment of the sponsored center's obligations or the sponsored center's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Institution may:

- (a) Forward the sponsored center's payment check(s) directly to any person or entity designated by the sponsored center, or
- (b) Include any person or entity designated by sponsored center as a joint payee on the sponsored center's payment check(s).

In no event shall such approval and action obligate the Institution to anyone other than the sponsored center and the sponsored center shall remain responsible for fulfillment of all contract obligations.

**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 and the named sponsored center. 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 and sponsored center that any such person or entity, other than the Institution or the sponsored center, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The sponsored center agrees to indemnify and hold harmless the Institution, the Department, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the sponsored center in connection with the performance of this contract.

- (a) **Insurance:** During the term of the contract, the sponsored center shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the sponsored center shall provide and maintain the following coverage and limits:
  - (1) **Worker's Compensation Insurance:** The sponsored center shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the sponsored center's employees who are engaged in any work under the contract.
  - (2) **Employer's Liability Insurance:** The sponsored center shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the sponsored center's employees who are engaged in any work under the contract.
  - (3) **Commercial General Liability Insurance:** The sponsored center shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
  - (4) **Automobile Liability Insurance:** The sponsored center shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The sponsored center shall provide this insurance for all automobiles that are:
    - (A) owned by the sponsored center and used in the performance of this contract;
    - (B) hired by the sponsored center and used in the performance of this contract; and
    - (C) owned by sponsored center's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The sponsored center is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The sponsored center understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the sponsored center's liability or obligations under this contract.
- (d) The sponsored center may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Institution shall be the sole judge of whether such a waiver should be granted.
- (e) The sponsored center may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Institution shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the sponsored center and is of the essence of this contract.
- (g) The sponsored center shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The sponsored center shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The sponsored center shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The sponsored center shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Institution before the sponsored center begins work under this contract.

#### **Default and Termination**

**Termination Without Cause:** The Institution may terminate this contract without cause by giving 30 days written notice to the sponsored center.

**Termination for Cause:** If, through any cause, the sponsored center shall fail to fulfill its obligations under this contract in a timely and proper manner, the Institution shall have the right to terminate this contract by giving written notice to the sponsored center and specifying the effective

date thereof. In that event, all finished or unfinished deliverable items prepared by the sponsored center under this contract shall, at the option of the Institution, become its property and the sponsored center shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the sponsored center shall not be relieved of liability to the Institution for damages sustained by the Institution by virtue of the sponsored center's breach of this agreement, and the Institution may withhold any payment due the sponsored center for the purpose of setoff until such time as the exact amount of damages due the Institution from such breach can be determined. In case of default by the sponsored center, without limiting any other remedies for breach available to it, the Institution may procure the contract services from other sources and hold the sponsored center responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the sponsored center shall be an act of default under this contract.

**Waiver of Default:** Waiver by the Institution of any default or breach in compliance with the terms of this contract by the sponsored center shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Institution and the sponsored center and attached to the contract.

**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 Institution.

**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.

#### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the Institution. The sponsored center shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Institution shall be entitled



to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

### Compliance with Applicable Laws

**Compliance with Laws:** The sponsored center 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 sponsored center shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The sponsored center agrees that, if the Institution 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 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 sponsored center (i.e. architect, bidder, sponsored center, 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 sponsored centers 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 sponsored centers are encouraged to review Governor Perdue's October 1, 2009 Executive Order 24 and G.S. Sec. 133-32.

To find Governor Perdue's October 1, 2009 Executive Order 24:

- Go to <http://www.governor.state.nc.us/>;
- Click on "Newsroom";
- Click on "Executive Orders and Proclamations";

- Scroll down and click on the words "click here" in the sentence that states, "To view previous Executive Orders, please click here;" and
- Scroll down and click on "EO 24: Gift Ban."

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the sponsored center under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Institution. The sponsored center acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The sponsored center 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 sponsored center shall report a suspected or confirmed security breach to the Institution's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the sponsored center 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 sponsored center is to notify the Institution's contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the sponsored center.

**Cost Borne by Sponsored center:** If any applicable federal, state, or local law, regulation, or rule requires the Division or the sponsored center to give affected persons written notice of a security breach arising out of the sponsored center's performance under this contract, the sponsored center shall bear the cost of the notice.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies 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. 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. 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 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

### **Warranties and Certifications**

**Date and Time Warranty:** The sponsored center warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

**Certification Regarding Collection of Taxes:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The sponsored center certifies that it and all of its affiliates (if any) collect all required taxes.

### **Miscellaneous**

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The sponsored center, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Institution and the sponsored center. The Purchase and Contract Division of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

**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 sponsored center shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Institution. 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 sponsored center 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 for loss of, or damage to, such property. At the termination of this contract, the sponsored center shall contact the Institution for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the sponsored center 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.

**Sales/Use Tax Refunds:** If eligible, the sponsored center and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**ATTACHMENT B  
FEDERAL CERTIFICATIONS  
Sponsored Center**

**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

*Owner/Director*

*Alphabet Christian Academy, Inc.*  
Contractor [Organization's] Legal Name

*9/20/16*  
Date

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

**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. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 203 N. Walnut St.  
City, State, Zip Code: Spring Hope, NC 27882  
Street Address No. 2: N/A

City, State, Zip Code: \_\_\_\_\_

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. 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 C.F.R. 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. Each participant may, but is not required to, check the Nonprocurement 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 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)

N/A

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</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b></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</p> <p><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>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</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>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><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>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



# Reporting Requirements of N. C. General Statute 143C-6.23

## Attachment C Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from 01/01 to 12/31.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

**All annual grantee reports required by GS 143C-6-23 must be completed online at [www.NCGrants.gov](http://www.NCGrants.gov).** The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in [www.NCGrants.gov](http://www.NCGrants.gov) by your required due date.

To access the online grants reporting system go to [www.NCGrants.gov](http://www.NCGrants.gov) and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov).

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the [www.NCGrants.gov](http://www.NCGrants.gov) system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant. Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.
- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to [NCGrants@osbm.nc.gov](mailto:NCGrants@osbm.nc.gov) to request help.

All grantees must file their required reports online at [www.NCGrants.gov](http://www.NCGrants.gov) without exception.

## Reporting Requirements of N. C. General Statute 143C-6.23

### IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

### Use these charts to determine GS 143C-6.23 reporting requirements.

Total Funds from All State Agencies	Reports Due (Key all reports into online reporting system at <a href="http://www.NCGrants.gov">www.NCGrants.gov</a> , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).)	Reports Due Date
Level 1 \$1 - \$24,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &lt; \$25,000.*</li> </ul>	Within 6 months of entity's fiscal year end
Level 2 \$25,000 - \$499,999	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Schedule of Receipts and Expenditures*</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 6 months of entity's fiscal year end
Level 3 \$500,000 or more	<ul style="list-style-type: none"> <li>• Certification</li> <li>• State Grants Compliance Reporting Receipt of &gt;= \$25,000</li> <li>• Audit [A-133 Single Audit if &gt;= \$500,000 in federal funds or Yellow Book Audit]</li> <li>• Schedule of Federal and State Awards (May be included in the audit)</li> <li>• Program Activities and Accomplishments</li> </ul>	Within 9 months of entity's fiscal year end

ALPHABET CHRISTIAN ACADEMY, INC.  
203 NORTH WALNUT STREET  
SPRING HOPE, NC 27882

Date of Certification: September 20, 2016

**Attachment D: State Grant Certification – No Overdue Tax Debts<sup>1</sup>**

To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the ALPHABET CHRISTIAN ACADEMY, INC. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

Byron Smith and Sara Smith being duly sworn, say that we are the Board Chair and Owner/Director, respectively, of Alphabet Christian Academy, Inc. of Spring Hope in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.



Board Chair  
*[Signature]*  
Owner/Director

Sworn to and subscribed before me on the day of the date of said certification.

Donald M. Gordon My Commission Expires: 9-29-2019  
(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:  
NCGrants@osbm.nc.gov-(919)807-4795

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY  
Sponsored Center

State of North Carolina

County Davidson

I, Donald M. Gordon, Notary Public for said County and State, certify that

Sara Smith personally appeared before me this day and acknowledged

that he/she is owner/director of Alphabet Christian Academy, Inc.  
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 08 day of July, 2015.

Sworn to and subscribed before me this 30th day of NOVEMBER, 2016

\_\_\_\_\_  
(Official Seal)

Donald M. Gordon  
Notary Public

My Commission expires Sept. 29, 2019

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

Alphabet Christian Academy, Inc.

\_\_\_\_\_  
Signature of Organization Official

## Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** – If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Alphabet Christian Academy, Inc.

Name of Organization



Signature of Organization Official

07/08/15

Date

**Attachment F**  
**State Certifications: Contractor Certifications Required by North Carolina Law**

**Instructions**

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 147-33.95(g): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_147/GS\\_147-33.95.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_147/GS_147-33.95.html)

**Certifications**

- (1) Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
  - (3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
  - (4) The undersigned hereby certifies further that:
    - (a) He or she is a duly authorized representative of the Contractor named below;
    - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
    - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Alphabet Christian Academy, Inc.

Contractor Name

Signature of Contractor's Authorized Agent

Sara Smith

11/01/16

Date

Owner/Director

Title

Printed Name of Contractor's Authorized Agent

Signature of Witness

Yolanda Hill

Sponsor/CFO

Date

11/1/16

Printed Name of Witness

Title

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.





# FAX

To: ASHBI HOPE From: YOLANDA HILL- BALANCED NUTRITION, INC.

Fax: 919-870-4819 Pages: 2 INLCUDING COVER PAGE

Phone: 919-707-5801 Date: 2.6.2017

Re: CACFP ATTACHMENT H CC: [Type text]

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Comments:

Please find Attachment H per your request. If you need any additional information please don't hesitate to call me.

Thanks for your cooperation and patience.



Yolanda Hill  
 Balanced Nutrition, Inc.  
 [Redacted]  
 yolarnb@aol.com



State of North Carolina  
Department of Health and Human Services  
Division of Child Development and Early Education

## Three Star Child Care License



### ALPHABET CHRISTIAN ACADEMY

203 N WALNUT STREET  
SPRING HOPE, NC 27882

#### In each area rated, this facility earned:

Staff Education: 3 out of 7 points  
Program Standards: 4 out of 7 points  
Quality Point: 1 out of 1 points

Education Option Met:  Programmatic Option Met:   
Total: 8 out of 15 points

ID Number: 64000434

Type of Facility: Center

Issued to: ALPHABET CHRISTIAN ACADEMY, INC.

Age Range: 0 -12 years

Capacity: 1st shift: 77; 2nd shift: 0; 3rd shift: 0

Effective Date: January 28, 2015

Restrictions:

Daytime care only

Meets enhanced ratios

Meets enhanced space

Children under 2 1/2 years old in rooms with direct exits only



In accordance with Article 7, Chapter 110 of the North Carolina General Statutes, the above named child care facility is issued a rated license. Licenses vary from an overall rating of one through five stars, based upon their cumulative points in the three categories above.

This license must be displayed in a prominent place so it may be available and shown to each child's parent or guardian when the child is enrolled. This license cannot be bought, sold or transferred. It is valid only for the location/address noted above. This license is the property of the State of North Carolina and must be returned to the Division of Child Development and Early Education in the event of termination or revocation.

Aldona Wos, Secretary, Department of Health and Human Services

Robert W. Kindsvatter, Director, Division of Child Development and Early Education

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

Balanced Nutrition, Inc.  
 Institution Name

Agreement Number

Alphabet Christian Academy, Inc.  
 Facility Name

**INFORMATION ON OWNERS/PRINCIPALS-FACILITY  
 (Unaffiliated Facilities)**

Is any owner or principal of this Facility either an owner or a principal in any other institution or facility in the CACFP? Yes  No (For example: Jane Doe owns 25% of Business "A," an independent CACFP center, and is also a member of the board of Non-Profit "B," a CACFP sponsor of day care homes. This form should be completed by both Business "A" and Non-Profit "B," disclosing Jane Doe's role in each entity.)

7 C.F.R. § 226.2 defines *principal* as "any individual who holds a management position within, or is an officer of, an institution or a sponsored center, including all members of the institution's board of directors or the sponsored center's board of directors."

If yes, please complete the chart below and attach additional sheets if necessary. Include centers participating in other states and centers participating under Sponsoring Organizations.

Name of Owner/Principal	Agreement Number of other CACFP entity	Name of other CACFP entity	Address of other CACFP entity
n/a			

The representations made herein on behalf of the facility 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.

[Redacted Signature]  
 (Signature of Authorized Representative)

09 20 16  
 (Date)

Sara Smith  
 (Printed Name)

Owner/Director  
 (Title)

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


Balanced Nutrition, Inc.  
Institution Name \_\_\_\_\_ Agreement Number \_\_\_\_\_

**CERTIFICATION OF SINGLE EXCLUSIVE CACFP AGREEMENT-FACILITY  
(Unaffiliated Facilities)**

On behalf of Alphabet Christian Academy, Inc. Sara Smith  
(Name of Facility) (Name of Individual)

certify that this facility is not participating or applying to participate under the auspices of more than one CACFP agreement and that, therefore, our Agreement with the Sponsoring Organization is exclusive.

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.

  
\_\_\_\_\_  
(Signature of Authorized Representative)

09, 20, 16  
\_\_\_\_\_  
(Date)

Sara Smith  
\_\_\_\_\_  
(Printed Name)

Owner/Director  
\_\_\_\_\_  
(Title)

North Carolina Department of Health and Human Services  
 Division of Public Health  
 Women's & Children's Health Section  
 Nutrition Services Branch  
 Special Nutrition Programs  
 Child and Adult Care Food Program  
 Annual Application: Budget for Sponsored Centers  
 Program Year: October 1, 2016 - September 30, 2017

Original

**SPONSORED CENTER'S PROFILE**

1. Sponsor Name: <b>Balanced Nutrition, Inc.</b>	2. Facility Name: <b>ALPHABET CHRISTIAN ACADEMY</b>	3. Agreement Number:
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**INCOME**

Income Source	Projected Annual Amount
4. a. Worksheet A: Projected Reimbursement Based on IEA's & Meals	\$ 25,214.57
Projected Cash In Lieu Based on IEA's & Meals	\$ 1,338.60
OR b. Worksheet B: Projected Reimbursement based on Previous Yr. Claims	\$
Projected Cash In Lieu Based on Previous Yr. Claims	\$
5. Worksheet C: Other Income Available for CACFP Operations	\$ 49,416.00
Carry Over from Other Nutrition Programs	\$
6. Total Projected Annual Income:	\$ 75,969.17

**CACFP EXPENDITURES**

CACFP Administrative Expenditures	Total Annual Expense (A)	CACFP Funded (B)	Other Funding (C) (A - B = C)
7. Administrative Expenditures:			
a. Worksheet D: Sponsor Fees	\$ 3,782.10	\$ 3,782.10	\$ -
b. Other Admin. Expenses (List)			
(i) Worksheet E: Administrative Labor	\$ -	\$ -	\$ -
(ii) Worksheet F: Administrative Fringe Benefits	\$ -	\$ -	\$ -
(iii) Worksheet G and/or H: Administrative Equipm	\$ -	\$ -	\$ -
(iv) Worksheet I: General Office Supplies	\$ -	\$ -	\$ -
(v) Worksheet J and/or K: Travel/Training	\$ -	\$ -	\$ -
(vi) Worksheet L: Contracted Services	\$ -	\$ -	\$ -
(vii) Worksheet M: Communications	\$ -	\$ -	\$ -
(viii) Worksheet N: Other Admin. Expenses	\$ -	\$ -	\$ -
8. Total Administrative Expenditures:	\$ 3,782.10	\$ 3,782.10	\$ -

**Operating Expenditures**

CACFP Operating Expenditures	Total Annual Expense (A)	CACFP Funded (B)	Other Funding (C) (A - B = C)
9. Operating Expenditures (List):			
a. Worksheet O: Non-Food Supplies (Food Service)	\$ 260.00	\$ 260.00	\$ -
b. Worksheet P: Operating Labor	\$ 34,884.00	\$ 5,938.07	\$ 28,945.93
c. Worksheet Q: Operating Fringe Benefits	\$ -	\$ -	\$ -
d. Worksheet R: Rent and Utilities	\$ -	\$ -	\$ -
e. Worksheet S: Contracted Services	\$ -	\$ -	\$ -
10. Worksheet T: Food and Food Service Management (FSM)	\$ 16,573.00	\$ 16,573.00	\$ -
11. Worksheet U: Travel	\$ -	\$ -	\$ -
12. Worksheet V and/or W: Equipment	\$ -	\$ -	\$ -
13. Worksheet X: Other Operating Expenses	\$ -	\$ -	\$ -
14. Total Operating Expenditures (Lines 9 - 13)	\$ 51,717.00	\$ 22,771.07	\$ 28,945.93
15. Total Admin. and Operating Expenditures (8+14)	\$ 55,499.10	\$ 26,553.17	\$ 28,945.93

**CERTIFICATION AND SIGNATURE**

The representations made herein on behalf of the facility 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.

Signature of Owner or Board Chairman <b>Sara Smith, owner</b>	Date <b>10/8/16</b>
Printed Name	For State Use Only: Administrative Percentage

Facility Name:	ALPHABET CHRISTIAN ACADEMY	Agreement #:	0
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**Worksheet A: Projected Reimbursement Based on Approximated IEA's and Meals**

Month / Year:	A	B	C	D
October-16	Free	Reduced	Paid/Denied	Total
Line 1: Enter Number of Enrolled Participants	15	4	6	25
Line 2: Percentage	60.0000%	16.0000%	24.0000%	100.0000%

% = A/D                      % = B/D                      % = C/D  
 Carry percentages out four decimal places (e.g., 12.4321%).

**BREAKFAST**

Line 3: Enter Total Breakfasts Served:	485	2016-2017	
Category	Percentage	No. By Cat.	x Rate = Reimbursement
Line 4: A - Free	60.0000%	291	\$1.7100 \$497.61
B - Reduced	16.0000%	77.6	\$1.4100 \$109.42
C - Paid	24.0000%	116.4	\$0.2900 \$33.76
Line 6: Total:			\$640.78

**LUNCH/SUPPER**

Enter Total Lunches/Suppers Served:	485	2016-2017	
Category	Percentage	No. By Cat.	x Rate = Reimbursement
Line 5: A - Free	60.0000%	291	\$3.1600 \$919.56
B - Reduced	16.0000%	77.6	\$2.7600 \$214.18
C - Paid	24.0000%	116.4	\$0.3000 \$34.92
Line 7: Total:			\$1,168.66

**SNACKS / SUPPLEMENTS**

Enter Total Snacks/Supplements Served:	485	2016-2017	
Category	Percentage	No. By Cat.	x Rate = Reimbursement
A - Free	60.0000%	291	\$0.8600 \$250.26
B - Reduced	16.0000%	77.6	\$0.4300 \$33.37
C - Paid	24.0000%	116.4	\$0.0700 \$8.15
Line 7: Total:			\$291.78

Line 8: a. Total Monthly Reimbursement: **\$2,101.21**

Line 9: Enter Number of Months Expected to be Participating: **12**

Line 10: Total Annual Reimbursement **\$25,214.57**

CASH-IN-LIEU	No. of Meals	x Rate =	Reimbursement
Line 11: Total Lunches/Suppers	485	\$0.2300	\$1,338.60

INSTITUTION NAME: **Balanced Nutrition, Inc.**

AGREEMENT #

**0**

**ANNUAL APPLICATION: BUDGET FOR SPONSORED CENTERS**

Program Year: **October 1, 2016 - September 30, 2017**

**Worksheet C: Other Income Available for CACFP Operations**

**Federal Income Sources**

#	Federal Agency	CFDA No.	Program Title	Federal Award ID	Pass-through	Award Year	Amount Received	Total Income Available for use in CACFP
1.								\$ -
2.								\$ -
3.								\$ -
4.								\$ -
5.								\$ -
<b>Total Federal Income Sources:</b>								<b>\$ -</b>

**Other Income Sources**

Other Income Sources								Total Income Available for use in CACFP
1.	PRIVATE TUITION AND PARENT FEES							\$ 13,968.00
2.	SUBSIDIES AND GRANTS							\$ 35,448.00
3.								\$ -
4.								\$ -
5.								\$ -
<b>Total Other Income Sources:</b>								<b>\$ 49,416.00</b>

**Total Federal and Other Income Sources: \$49,416.00**

**Carry Over from Other Nutrition Programs**

Carry Over from Other Nutrition Programs								Total Income Available for use in CACFP
1.	N/A							\$ -
2.								\$ -
3.								\$ -
4.								\$ -
5.								\$ -
<b>Total Carry Over:</b>								<b>\$ -</b>

\*CFDA number means the number assigned to a Federal program in the CFDA.

**Instructions for Worksheet C:**

List each source of other income in appropriate lines and the amount available to be used for CACFP purposes.

**WORKSHEET D: SPONSOR FEE CALCULATION**

Program Year: October 1, 2016 - September 30, 2017

Institution: Balanced Nutrition, Inc.

Facility: ALPHABET CHRISTIAN ACADEMY

Agreement Number: \_\_\_\_\_

1		2		3
Amount of Projected CACFP Meal Reimbursement*	x	0.15	=	Maximum Amount of Sponsor Fee's (1 x 2)
\$ 25,214.00	x	0.15	=	\$ 3,782.10
Amount of Projected Cash In Lieu	x	1	=	Amount of Projected Cash In Lieu
\$ 1,338.00	x	1	=	\$ 1,338.00

**Instructions for Worksheet D:**

1. Enter the amount of Projected CACFP Reimbursement entered on Line 4a OR 4b (whichever is the largest)\* of the Budget.
2. Multiply by no more than 15% (.15).
3. Maximum amount of Sponsor Fee's allowable. Enter on Line 7 (a).
4. Enter the amount of Cash In Lieu received in the past year.
5. Multiply by 1.

\* The Projected CACFP Reimbursement is based on the meal (food) reimbursement and does not include any cash in lieu funds.







**WORKSHEET T: FOOD and FOOD SERVICE MANAGEMENT (FSM)**

The cost of food is the net cost of food purchases and the net cost of delivered meals and foods.

Food	Total Annual Cost	Percentage Allocated to CACFP	Total Annual Expense to Food Service	Annual Applied CACFP Funds
ALL FOOD COSTS	\$ 16,573.00	100.00%	\$ 16,573.00	\$ 16,573.00
			\$ -	
			\$ -	
<b>Total</b>			\$ 16,573.00	\$ 16,573.00

Food Service Management Contracts	Total Annual Cost	Percentage Allocated to CACFP	Total Annual Expense to Food Service	Annual Applied CACFP Funds
			\$ -	
			\$ -	
			\$ -	
			\$ -	
<b>Total</b>			\$ -	\$ -

**Cost Allocation Plan**

Note: Each row with a percentage allocated to CACFP less than 100% requires a cost allocation plan.

**Instructions:** The cost of food is the net cost of food purchases. List cost of food in first section and Food Service Management contracted amount for food in second section. Food Service Management contracts include those from private contractors or school food authority.

**Documentation:** Include all Food Service Management Contracts with Attachments.

Worksheet Requires General Approval in the Budget.



Health Department: NASH  
 Facility ID: 04064420105  
 Date: 4/29/16  
 Status Code: Active Time: \_\_\_\_\_

COMMENT ADDENDUM

Name of Establishment: Alphabet Christian Academy  
 Location Address: 203 Walnut St  
 City: Spring Hope State: NC Zip: 27882

Water Sample taken today?  YES  NO

Inspection  Pre-opening Visit  Critical Violation Visit  
 Re-Inspection  Visit  Other \_\_\_\_\_

TEMPERATURE OBSERVATIONS					
Item/Location/Time*	Temp	Item/Location/Time*	Temp	Item/Location/Time*	Temp
Hot Water / Lyr Room	69°F	Hot Water / Infant Room	69°F	Hot Water / 241 Room	70°F
				Hot Water / 415 Room	69°F

\*when cooling

COMMENTS

(16) 2815(e) Water in area accessible to children shall be Temperature Between 80°F and 110°F Increase Hot Water in at Handwashing Sinks Accessible to Children to 80°F to 110°F.

C.C. All Wood on play Ground Need to be Sealed Sandbox, flower Bed and Flat platform Need to be painted.

EHS Signature \_\_\_\_\_

EHS ID #: 1843

Received by: Mary Anne Wright

Instructions:

Purpose: This form is developed to be used for making explanatory comments observed during inspections, visits and/or notices of permit actions at establishments inspected by Environmental Health Specialists under rules adopted by the Commission for Health Services. Preparation: Local Environmental Health Specialists shall complete form DENR 4008 when necessary during inspections, visits and or notices of permit actions. The original and two copies will be distributed with the inspection form about which they provide comments. Disposition: This form may be destroyed in accordance with Standard-8.B.6., Inspection Records, of the Records Retention and Disposition Schedule for County/District Health Departments published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Division of Environmental Health, 1632 Mail Service Center, Raleigh, NC 27699-1632. (Courier 52-01-00)

## ADULT DAY CARE & CHILD CARE FIRE INSPECTION REPORT

COUNTY NASH DATE OF INSPECTION 4-8-16 Facility ID# 64000434

Please complete all items below. If not applicable, check N/A in the box with a written explanation attached.

Name of Facility Alphabet Christian Academy Adult  Child   
Address 1516 Jeffrey Ct / 203 N Walnut St Phone 252 3434420  
City Spring Hope Zip 27882 Responsible Party Sara Smith

**GENERAL PRECAUTIONS:**

	YES	NO	N/A
1. Attic/basement/closets/garage/furnace room & heaters clear of trash & combustible materials.	✓		
2. Clearance from ignition sources & combustible materials maintained.	✓		

**EMERGENCY PLANNING:**

	YES	NO	N/A
3. Approved evacuation plan posted.	✓		
4. Evidence of monthly fire drills posted.	✓		
5. Record of employee training in fire prevention/evacuation & annual fire safety training on site.	✓		

**FIRE SERVICE FEATURES:**

	YES	NO	N/A
6. Street Number posted. (Contrasting color to building & height 4" or more.)	✓		
7. Unobstructed fire apparatus road. (Width of 20' & vertical clearance of not less than 13'6").			✓
8. Hydrants/Fire Department connections/control valves clear of obstructions by 3'.			✓

**BUILDING SERVICES AND SYSTEMS:**

	YES	NO	N/A
9. Approved heating system, listed. (No fuel burning or portable electric space heaters.)	✓		
10. Emergency lighting/exit lights in good operating order.	✓		
11. Electrical panels clear of storage. (Minimum 30")	✓		
12. Wiring/fixtures in good condition. (Extension cords not suitable for permanent wiring.)	✓		
13. Type I hood system over all domestic cooking appliances that produce grease laden vapors.	✓		

**FIRE RESISTANCE RATED CONSTRUCTION:**

	YES	NO	N/A
14. Required fire resistant rating maintained. (Walls, partitions, floors)	✓		
15. Door-hold open devices/automatic door closures operating properly.	✓		

**INTERIOR DECORATIONS & FURNISHINGS:**

	YES	NO	N/A
16. No storage of clothing/personal effects in corridors & lobbies.	✓		
17. Maximum 10% of decorative materials covering walls. Does not apply to artwork & teaching material in classroom. Nothing suspended from ceiling	✓		
18. 20% maximum coverage for artwork & teaching material located on corridor walls.	✓		
19. Exits free of obstructions.	✓		

**FIRE PROTECTION:**

	YES	NO	N/A
20. Sprinkler system maintained with annual test reports provided.			✓
21. Smoke detector/fire alarm system maintained with annual test reports provided.	✓		
22. Approved extinguishers mounted properly & in good working order.	✓		
23. Cooking suppression systems & hood exhaust properly maintained.	✓		
24. Protective guards (such as screens) on fuel burning furnaces or fireplaces provided.			✓

**MEANS OF EGRESS:**

	YES	NO	N/A
25. All exits & their access (i.e. Aisles & Corridors) free of obstructions.	✓		
26. All locking devices on exit doors are of an approved type.	✓		
27. Yards & fencing to allow unobstructed exit to exterior of site.	✓		

Approved for day time care only

Approved for day time and night care

At the time of this inspection, the fire safety conditions in this facility were:  Satisfactory  Unsatisfactory

Inspector [Signature] John Frazier Phone 459-9805

## **Balanced Nutrition, Inc.**

### **Outside Employment Policy**

#### Policy

Balanced Nutrition Inc. employees may be allowed outside employment provided that such employment:

1. In no way interferes with the performance of the employee's duties, including CACFP-related activities or responsibilities; and
2. Is performed outside the employee's approved work schedule and off Balanced Nutrition, Inc.'s premises.

#### Scope:

The policy applies to all employees of Balanced Nutrition, Inc.

#### Information:

For purposes of this Policy, "outside employment" includes self-employment, consulting activities and volunteer activities that, if compensated, could be considered outside employment. An example of a volunteer would be a bookkeeper who volunteers as a treasurer for his/her church.

1. The outside employment policy is to be reviewed with all Balanced Nutrition, Inc. employees at least once annually. New employees are to be instructed on the outside employment policy during their first month of employment.
2. Employees are not required to notify Balanced Nutrition, Inc. of outside employment if it is conducted outside of regular work hours, off premises, and does not require the job skill and/or qualifications used in his/her employment at Balanced Nutrition, Inc.
3. Employees are required to request approval for outside employment if the outside employment is conducted during regular work hours, on premises, or it if requires the same job skills and/or qualifications used in his/her employment at Balanced Nutrition, Inc., includes activities regulated by CACFP, or if it presents a real or perceived conflict of interest.
4. When required, requests for approval of outside employment are to be submitted to a supervisor and/or director prior to beginning that employment.
5. Each employee's request for outside employment is to be reviewed and decided on its own merits, considering such factors such as the type of work to be done, the type of business and the duration of employment.

**WORKSHEET H: ADMINISTRATIVE SUPPLIES**

This cost item is found under the cost category #27 named "Materials and Supplies" in FNS Instruction 796-2 Rev. 4. Allowable cost for durable supplies includes material and supplies that do not meet the definition of equipment. Allowable cost for durable supplies is the cost at the time of purchase. Allowable cost of expendable program material and supplies are the actual costs of material and supplies used within three months or less at the time of purchase.

1	2	3	4	5
Item	Total Annual Cost	% Allocated to CACFP	Total Annual Expense for Food Service Operation	Annual Applied CACFP Funds
Office Supplies	\$ 40.00	100.00%	\$ 40.00	
Computer Supplies			\$ -	
Copier Supplies	\$ 73.00	100.00%	\$ 73.00	
Printer Supplies	\$ 180.00	100.00%	\$ 180.00	
Educational Supplies			\$ -	
Printing Expense	\$ 106.00	100.00%	\$ 106.00	
Postage Expense	\$ 60.00	100.00%	\$ 60.00	
Other (list)			\$ -	
			\$ -	
		<b>Total</b>	\$ 459.00	\$ -

**Cost Allocation Plan**

Note: Each row with a percentage allocated to CACFP less than 100% requires a cost allocation plan.

N/A

**Instructions for Worksheet H:**

**Columns**

- 1 **Item:** Any item that do not meet the definition of equipment. For example, General Office Supplies (pens, pencils, notepads), Computer Supplies (computer disks), Copier Supplies (paper, toner), Printer Supplies (ink cartridges, paper). Any item with a life expectancy of one year or less. **Note: A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. (2 CFR §200.94)**
- 2 **Total Annual Cost:** Estimate the total cost spent a year for each item listed.
- 3 **Percent Allocated to CACFP:** The Percentage that is allocated to CACFP. Must be verified with documentation.
- 4 **Total Annual Expense for Food Service Operation:** Column 2 times Column 3.
- 5 **Annual Applied CACFP Funds:** Amount of Column 4 that will be paid with CACFP funds.

**Attach the following documents to worksheet and submit to State Agency:**

Documentation to support percentage allocated to CACFP (cost allocation plan).

Worksheet Requires General Approval in the Budget



6. Approval for outside employment is valid for one calendar year or until the outside employment changes. Each change in outside employment meeting the guidelines in 3, above, requires specific prior approval.
7. If the outside employment negatively impacts on the employee's work at Balanced Nutrition Inc., a supervisor and/or director, may withdraw approval for that outside employment. The employee and human resources office are to be notified if approval for outside employment is withdrawn. This notification should provide the reason(s) for this action.
8. Failure to obtain prior approval for outside employment, or engaging in outside employment when such approval has been denied, may result in disciplinary action.
9. The decision to approve or deny the outside employment rests with Balanced Nutrition Inc., not with CACFP.
10. Balanced Nutrition, Inc. is to maintain documentation of outside employment requests on file, but does not send them to CACFP. This documentation may be reviewed during on-site CACFP administrative reviews.

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

**North Carolina Department of Health and Human Services  
Division of Public Health  
Women's & Children's Health Section  
Nutrition Services Branch  
Special Nutrition Programs**

**CHILD AND ADULT CARE FOOD PROGRAM**

**ADMINISTRATIVE REVIEWS FOR INSTITUTIONS AND RESPONSIBLE PRINCIPALS  
AND RESPONSIBLE INDIVIDUALS  
(Please keep for your files)**

**ACTIONS SUBJECT TO ADMINISTRATIVE REVIEW**

Administrative reviews for institutions participating in the Child and Adult Care Food Program ("CACFP") are governed by 7 C.F.R. § 226.6(k). Title 7 C.F.R. § 226.6(k) provides for an appeal by an institution of the following state agency actions:

1. Denial of a new or renewing institution's application for participation
2. Denial of an application submitted by a sponsoring organization on behalf of a facility
3. Proposed termination of an institution's agreement
4. Proposed disqualification of a responsible principal or responsible individual
5. Suspension of an institution's participation
6. Denial of an institution's application for start-up or expansion payments
7. Denial of a request for an advance payment
8. Recovery of all or part of an advance in excess of the claim for the applicable period
9. Denial of all or part of an Institution's claim for reimbursement (except for late submission under § 226.10(e))
10. Decision by the state agency not to forward to FNS an exception request by the institution for payment of a late claim or request for an upward adjustment to a claim
11. Demand for the remittance of an overpayment
12. Any other state agency action affecting an institution's participation or its claim for reimbursement.

**ACTIONS NOT SUBJECT TO ADMINISTRATIVE REVIEW**

By federal rule, the state agency is prohibited from offering administrative reviews of the following actions:

1. A decision by FNS to deny an exception request by an institution for payment of a late claim or for an upward adjustment to a claim
2. A determination that an institution is seriously deficient
3. Disqualification of an institution or a responsible principal or responsible individual, and the subsequent placement on the state agency list and the National Disqualified list
4. Termination of a participating institution's agreement, including termination of a participating institution's agreement based on the disqualification of the institution by another state agency or FNS.

**ADMINISTRATIVE REVIEW PROCEDURES**

**1. Provision of Administrative Review Procedures to Institutions and Responsible Principals and Responsible Individuals**

The State agency will make administrative review procedures available:

1. Annually to Institutions
2. To Institutions and each responsible principal and responsible individual when the State agency takes any action subject to an administrative review, and
3. Any other time upon request.

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

- 2. Notice of Action**

The state agency will notify the institution's executive director, chairman of the board of directors, and the responsible principals and responsible individuals of the action being taken or proposed, the basis for the action, and the procedures by which the institution and the responsible principals or responsible individuals may request an administrative review of the action.
- 3. Time to Request Administrative Review**

The institution must request, in writing, an administrative review within **fifteen (15) days** of receipt of the state's notice of action or intended action. The state agency must acknowledge the receipt of the request for an administrative review within 10 days of its receipt of the request.
- 4. Representation**

The institution and the responsible principals and responsible individuals may retain legal counsel, or may be represented by another person.
- 5. Review of Records**

Any information on which the state agency's action was based will be made available to the institution and the responsible principals and responsible individuals for inspection from the date of receipt of the request for an administrative review.
- 6. Opposition**

The institution and the responsible principals and responsible individuals may refute the findings contained in the notice of action in person or by submitting written documentation to the administrative review official. In order to be considered, written documentation must be submitted to the administrative review official not later than 30 days after receipt of the notice of action.
- 7. Hearing**

A hearing must be held by the administrative review official in addition to, or in lieu of, a review of written information only if the institution or the responsible principals and responsible individuals request a hearing in the written request for an administrative review. If the institution's representative or the responsible principals or responsible individuals or their representative, fail to appear at a scheduled hearing, they waive the right to a personal appearance before the administrative review official, unless the administrative review official agrees to reschedule the hearing. A representative of the State agency must be allowed to attend the hearing to respond to the testimony of the Institution and the responsible principals and responsible individuals and the answer questions posed by the administrative review official. If a hearing is requested, the institution, the responsible principals, responsible individuals and state agency will be provided with at least 10 days advance notice of the time and place of the hearing.
- 8. Administrative Review Official**

The administrative review official will be independent and impartial. The administrative review official will not have been involved in the action that is the subject of the administrative review or have a direct personal or financial interest in the outcome of the administrative review. The Institution and responsible principals and responsible individuals will be permitted to contact the administrative review official directly if they so desire.
- 9. Basis for Decision**

The administrative review official must make a determination based solely on the information provided by the State agency, the Institution, and the responsible principals and responsible individuals and based on the Federal and State laws, regulations, policies, and procedures governing the Program.

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

**10. Time for Issuing a Decision**

The institution's executive director and chairman of the board, the responsible principals, responsible individuals and the state agency will be informed of the outcome of the administrative review within 60 days of the state agency's receipt of the request for an administrative review.

**11. Final Decision**

The determination made by the administrative review official is the final administrative determination to be afforded the institution and the responsible principals and responsible individuals.

**12. Record of Result to Administrative Reviews**

The State agency will maintain searchable records of all administrative reviews and their disposition.

**COMBINED ADMINISTRATIVE REVIEWS FOR RESPONSIBLE PRINCIPALS AND RESPONSIBLE INDIVIDUALS**

The administrative review of the proposed disqualification of the responsible principals and responsible individuals will be conducted as part of the administrative review of the application denial, proposed termination, and/or proposed disqualification of the institution with which the responsible principals or responsible individuals are associated. At the administrative review official's discretion, separate administrative reviews may be held if the institution does not request an administrative review or if either the institution or the responsible principal or responsible individual demonstrates that their interests conflict.

**ABBREVIATED ADMINISTRATIVE REVIEW**

The state agency must limit the administrative review to a review of written submissions concerning the accuracy of the state agency's determination if the application was denied or the state agency proposes to terminate the institution's agreement due to the following reasons:

1. The information submitted on the application was false.
2. The institution, one of its sponsored facilities, or one of the principals of the institution or its facilities is on the National Disqualified list.
3. The institution, one of its sponsored facilities, or one of the principals of the institution or its facilities is ineligible to participate in any other publicly funded program by reason of violation of the requirements of the program.
4. The institution, one of its sponsored facilities, or one of the principals of the institution or its facilities has been convicted of any activity that indicates a lack of business integrity.

**EFFECT OF STATE AGENCY ACTION**

The state agency's action will remain in effect during the administrative review.

**1. Overpayment demand**

During the period of the administrative review, action to collect or offset the overpayment will not be taken. However, interest beginning with the initial demand for remittance of the overpayment and continuing through the period of administrative review will be assessed, unless the administrative review official overturns the state agency's action.

**2. Recovery of advances**

During the administrative review, the state agency will continue to make efforts to recover advances in excess of the claim for reimbursement for the applicable period. The recovery may be through a demand for full payment or an adjustment of subsequent payments.

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

## **PROGRAM PAYMENTS**

### **1. New Institutions**

Program payments for eligible meals served or allowable administrative expenses will not be made to new institutions until the state agency has approved the institution's application and the institution and state agency have signed the Program agreement.

### **2. Renewing Institutions**

If the renewing institution's agreement expires before the end of the time allotted for corrective actions, and/or the conclusion of any administrative review requested by the renewing institution, the agreement with the renewing institution will be extended and valid unpaid claims for reimbursement for eligible meals served and allowable administrative expenses incurred will be paid. These actions will be taken either until the serious deficiency(ies) is corrected or until the institution's agreement is terminated, including the period of any administrative review

### **3. Participating Institutions**

Valid unpaid claims for reimbursement for eligible meals served and allowable administrative expenses incurred will be paid until the serious deficiency(ies) is corrected, or the institution's agreement is terminated, including the period of any administrative review.

### **4. Suspended Institutions**

#### **Public Health or Safety**

Claims from a suspended institution due to public health or safety will not be paid for any claims for reimbursement for eligible meals served and allowable administrative costs unless the institution prevails in the administrative review of the proposed termination. If the suspended institution prevails in the administrative review of the proposed termination, the State agency will pay any valid unpaid claims for reimbursement for eligible meals served and allowable administrative costs incurred during the suspension period.

#### **False or Fraudulent Claims**

Claims from a suspended institution due to submission of false or fraudulent claim(s) will not be paid for any claims for reimbursement for eligible meals served and allowable administrative costs unless the institution prevails in the administrative review of the proposed termination. However, if the institution suspended for the submission of false or fraudulent claims is a sponsoring organization, the State agency will ensure that sponsored facilities continue to receive reimbursement for eligible meals served during the suspension period. If the suspended institution prevails in the administrative review of the proposed termination, the State agency will pay any valid unpaid claims for reimbursement for eligible meals served and allowable administrative costs incurred during the suspension period.

## **REQUEST FOR AN ADMINISTRATIVE REVIEW**

An institution wishing to request an administrative review must file a written request with the state agency within **fifteen (15) days** of receiving the state agency's notice of action or intended action. The request must specify:

1. The state agency action for which an administrative review is requested.
2. The name, address and phone number of the contact person handling the administrative review for the institution.

The original request for an administrative review must be mailed to:

Office of Administrative Hearings  
6714 Mail Service Center  
Raleigh, NC 27699-6714

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

If you file a petition with the Office of Administrative Hearings, you must also serve a copy of the petition on:

General Counsel  
Department of Health and Human Services  
Office of Legal Affairs  
2001 Mail Service Center  
Raleigh, NC 27699-2001

### **REQUEST FOR AN ADMINISTRATIVE REVIEW OF PROPOSED SUSPENSIONS**

If the State agency determines that an institution has knowingly submitted a false or fraudulent claim, the State agency may initiate action to suspend the institution's participation and must initiate action to terminate the institution's agreement and initiate action to disqualify the institution and the responsible principals and responsible individuals.

If the State agency decides to propose to suspend an institution's participation due to the institution's submission of a false or fraudulent claim, the State agency will notify the institution's executive director and chairman of the board of directors that the State agency intends to suspend the institution's participation (including all Program payments) unless the institution requests a review of the proposed suspension. The notice will:

- Identify the responsible principals and responsible individuals and will be sent to those persons;
- Specify that the State agency is proposing to suspend the institution's participation;
- Specify that the proposed suspension is based on the institution's submission of a false or fraudulent claim, as described in the serious deficiency notice;
- Specify the effective date of the suspension (which may be no earlier than 10 days after the institution receives the suspension notice);
- Specify the name, address and telephone number of the suspension review official who will conduct the suspension review; and
- Specify that if the institution wishes to have a suspension review, it must request a review and submit to the suspension review official written documentation opposing the proposed suspension within 10 days of the institution's receipt of the notice.

If the state agency proposes to suspend the institution due to submission of false or fraudulent claims, the institution must request a review and submit to the suspension review official written documentation opposing the proposed suspension within **ten (10) days** of the institution's receipt of the notice.

The request must be sent to:

Becky Sellers-Reeves, Suspension Review Official  
4104 Juniper Court  
Raleigh, NC 27612

If you file a petition with the Office of Administrative Hearings, you must also serve a copy of the petition on:

General Counsel  
Department of Health and Human Services  
Office of Legal Affairs  
2001 Mail Service Center  
Raleigh, NC 27699-2001

The request must specify:

1. The state agency action for which an administrative review is requested.
2. The name, address and phone number of the contact person handling the administrative review for the institution.

**Balanced Nutrition Inc.** has adopted the following Administrative/Appeal Review policy for both Centers and Homes under its sponsorship effective 9/1/2016

## **SUSPENSION REVIEW**

If the institution requests a review of the State agency's proposed suspension of participation, the suspension review must be heard by a suspension review official who must:

- Be an independent and impartial person other than, and not accountable to, any person involved in the decision to initiate suspension proceedings;
- Immediately notify the State agency that the institution has contested the proposed suspension and must obtain from the State agency its notice of proposed suspension of participation, along with all supporting documentation; and
- Render a decision on suspension of participation within 10 days of the deadline for receiving the institution's documentation opposing the proposed suspension.

## **SUSPENSION REVIEW DECISION**

If the suspension review official determines that the State agency's proposed suspension is not appropriate, the State agency is prohibited from suspending participation. If the suspension review official determines, based on a preponderance of the evidence, that the State agency's action was appropriate, the State agency must suspend the institution's participation (including all Program payments), effective on the date of the suspension review decision. The State agency will notify the institution's executive director and chairman of the board of directors, and the responsible principals and responsible individuals, that the institution's participation has been suspended.

The notice will specify:

- That the State agency is suspending the institution's participation (including Program payments);
- The effective date of the suspension (the date of the suspension review decision);
- The procedures for seeking an administrative review of the suspension; and
- That if the administrative review official overturns the suspension, the institution may claim reimbursement for eligible meals served and allowable administrative costs incurred during the suspension period.

## **PROGRAM PAYMENTS**

The State agency is prohibited from paying any claims for reimbursement submitted by a suspended institution. If the institution suspended for the submission of false or fraudulent claims is a sponsoring organization, the State agency will ensure that the sponsored facilities continue to receive reimbursement for eligible meals served during the suspension period.

If the suspended institution prevails in the administrative review of the proposed termination, the State agency will pay any valid unpaid claims for reimbursement for eligible meals served and allowable administrative costs incurred during the suspension period.

## **MAXIMUM TIME FOR SUSPENSION**

Under no circumstances may the suspension of participation remain in effect for more than 120 days following the suspension review decision.

# Building For the Future

This day care facility participates in the Child and Adult Care Food Program (CACFP), a Federal program that provides healthy meals and snacks to children receiving day care.

Each day more than 2.6 million children participate in CACFP at day care homes and centers across the country. Providers are reimbursed for serving nutritious meals which meet USDA requirements. The program plays a vital role in improving the quality of day care and making it more affordable for low-income families.

## Meals

CACFP homes and centers follow meal requirements established by USDA.

Breakfast	Lunch or Supper	Snacks (Two of the four groups: )
Milk Fruit or Vegetable Grains or Bread	Milk Meat or meat alternate Grains or bread Two different servings of fruits or vegetables	Milk Meat or meat alternate Grains or bread Fruit or vegetable

## Participating Facilities

Many different homes and centers operate CACFP and share the common goal of bringing nutritious meals and snacks to participants. Participating facilities include:

- **Child Care Centers:** Licensed or approved public or private nonprofit child care centers, Head Start programs, and some for-profit centers.
- **Family Day Care Homes:** Licensed or approved private homes.
- **Afterschool Care Programs:** Centers in low-income areas provide free snacks to school-age children and youth.
- **Homeless Shelters:** Emergency shelters provide food services to homeless children.

## Eligibility

State agencies reimburse facilities that offer non-residential day care to the following children:

- children age 12 and under,
- migrant children age 15 and younger, and
- youths through age 18 in afterschool care programs in needy areas.

**Contact Information** If you have questions about CACFP, please contact one of the following:

Sponsoring Organization/Center	CACFP Unit Manager,
Balanced Nutrition, Inc.	Department of Health and Human Services
Attn: Executive Director/CFO	Division of Public Health
4015 Sassafras Ct.	Nutrition Services Branch
Greensboro, NC 27410-8481	1914 Mail Service Center
336-508-9827	Raleigh, NC 27699
	919-707-5799



USDA is an equal opportunity provider and employer



**Balanced Nutrition, Inc.**  
4015 Sassafras Ct.  
Greensboro, North Carolina 27410-8481  
336-508-9827

## **Board of Directors Roles and Responsibilities**

### **I. Legal/Fiduciary Role**

#### **A. Standard:**

The director, officer or incorporator of a corporation shall perform his or her duties as such, including, in the case of a director, his or her duties as a member of the board on which he or she may serve in good faith and in a manner he or she reasonably believes to be in the best interest of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

#### **B. General Responsibilities:**

- Governance:  
Oversee/Evaluate  
Review/Monitor
- Leadership  
In partnership with the CEO and management, guide the mission and direction of the nonprofit.
- Stewardship:  
Ensure dedication to, and use of assets for the benefit of the public.

#### **C. Specific Responsibilities:**

- Hire/support/evaluate/discharge CEO
- Review and approve annual budget
- Review and approve major organizational decisions, commitments, and plans; including expenditures, loans and leases
- Evaluate progress toward program and financial goals
- Ensure the continuity of the organization through development and recruitment of executive staff
- In conjunction with executive staff, provide leadership on organizational transition, structure and planning
- Conduct affairs of the board including board development, transition and effectiveness

#### **D. Meeting Specific Responsibilities Through:**

- Board Orientation

- Information Flow: Financial statements, reporting regarding programs and operations, planning
- Appropriate Board Organization and Continuity
- Board Meetings, Agendas, Minutes, Documentation

II. Support Functions

Fundraising

Planning

Public and Community Relations

Others as Needed

**WORKSHEET I: COMMUNICATIONS**

This cost item can be found in the FNS Instruction 796-2 Rev. 4 under the cost category # 8, "Communication and Technology Costs". Costs for communication services & supplies must be purchased or leased by the institution and do require specific prior written approval. Ensure compliance with Federal procurement guidelines.

1	2	3	4	5	6	7
Item	Carrier Name	Total Monthly Cost	Number of Months	Percentage Allocated to CACFP	Total Annual Expense for Food Service Operation	Annual Applied CACFP Funds
Landline Telephones	AT&T	\$ 71.00	12	100.00%	\$ 852.00	
Cellular Telephones					\$ -	
ADP Equipment & Supplies					\$ -	
ADP Software					\$ -	
Fax, Internet Connectivity Services					\$ -	
Postage & Messenger Services					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
				<b>Total</b>	\$ 852.00	\$ -

**Cost Allocation Plan**

Note: Each row with a percentage allocated to CACFP less than 100% requires a cost allocation plan.

N/A

**Instructions for Worksheet I:**

**Columns**

- 1 Use the items provided or enter the communication expenses you have.
- 2 Provide the Carrier name.
- 3 Enter the Total Monthly Cost.
- 4 Enter the Number of Months.
- 5 Enter the Percentage Allocated to CACFP. Provide the cost allocation plan.
- 6 Total Annual Expense for Food Service Operation: Column 3 multiplied by Column 4 to obtain annual cost and this multiplied by the percentage in Column 5. (3 x 4 x 5)
- 7 Annual Applied CACFP Funds: Provide the amount of Column 6 that will be paid with CACFP funds.

Attach the following documents to worksheet and submit to State Agency:

- 1) Attach all documentation for Specific Prior Written Approval.
- 2) Documentation to support percentage allocated to CACFP (cost allocation plan).
- 3) Refer to the Procurement Policy and follow the guidance found there.

Worksheet Requires Specific Prior Written Approval

Balanced Nutrition, Inc.  
c/o Yolanda Hill  
4015 Sassafras Ct.  
Greensboro, NC 27410-8481

February 20, 2017

TO: Tamiko Chavis, Administrative Officer  
NC DHHS Division of Public Health  
1941 Mail Service Center  
Raleigh, NC 27699-1914


RE: Incomplete Application Update

In response to your letter dated February 14, 2017 the following items have been updated and/or corrected:

- Updated Institution Application- corrected application to reflect sponsorship of **unaffiliated centers only not daycare homes**
- Attachment B- updated address of all sites where all CACFP business is conducted including sponsored center(s)
- Administrative Budget Sponsoring Organization of Centers- corrected Worksheet D column 2 and column 7 & 8
- Management Plan- Page 1, #3,d: attached copy of recruitment policy
- Management Plan- Page 4, #14, a, b, c: **Not Applicable** (updated institution application to reflect only sponsoring unaffiliated centers)
- Management Plan- Page 5, #15, a, b, c: **Updated**
- Management Plan- Page 5, #16: Backup Monitor updated on organization chart and management plan
- Management Plan- Page 5, #17, c – **Not Applicable** (updated institution application to reflect only sponsoring unaffiliated centers)
- Truth of Application and Names and Addresses – form updated with board chair's name, address and signature

Please advise if any additional information is needed. Thank you for your assistance.

Sincerely,

  
Yolanda Hill, Owner, CFO  
Balanced Nutrition, Inc.  
336-508-9827  
yolanrob@aol.com

RECEIVED

FEB 22 2017

DHHS PUBLIC HEALTH  
NUTRITION SERVICES