



## Child and Adult Care Food Program CHILD CARE CENTER AGREEMENT

### SECTION A - AGREEMENT

In order to carry out the purpose of Section 17 of the National School Lunch Act, as amended, and the regulations governing the Child and Adult Care Food Program (CACFP) issued thereunder (7 CFR Part 226) (CFDA number 10.558) the Office of Superintendent of Public Instruction (OSPI) (hereinafter referred to as the "state agency") and the institution whose name and address appear below, agree as follows:

Legal Name of Institution \_\_\_\_\_

Physical Location \_\_\_\_\_  
Street City/State Zip Code County

Mailing Address (if different) \_\_\_\_\_  
Street/PO Box City Zip Code County

#### The institution:

1. Represents and warrants that it will accept final administrative and financial responsibility for total CACFP operations at all child care nonprofit centers, proprietary (for-profit) centers, at-risk centers, or homeless shelter listed in Section C of this agreement.
2. Certifies that they are in compliance with all applicable state rules and regulations regarding governing boards of corporation.
3. Certifies that neither the institution nor any of its principals has been convicted of any activity that occurred in the last seven years that indicated a lack of business integrity, including but not limited to 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.
4. Certifies that a complete set of reliable certification statements (FORM SPI 1576) is on file for each responsible principal in our organization.
5. Certifies that in each proprietary center 25 percent of the children in care (enrolled or licensed capacity, whichever is less) are eligible for free or reduced-price meals in the month preceding application to the program. The institution shall continue to certify and provide such information in each succeeding month. The institution shall not claim reimbursement for meals served in any proprietary center for any month during which the center does not meet the eligibility requirement. It also certifies that all centers under this agreement have the same legal identity.
6. Understands an interest charge at the current federal rate will be assessed on all customer debt if not paid within 30 days of notification.
7. Assures that all children at the sites described on the application forms are served the same meals at no separate charge regardless of race, color, national origin, gender, age, or disability, and there is no discrimination in the course of the food service.
8. Certifies that the submission of false information to the state agency is grounds for termination or denial from the CACFP as described in 7 CFR 226.6(c).
9. Understands and agrees that any publications by the institution may be freely copied by the state agency or by other institutions under the CACFP.
10. Assures that all publications, posters, and informational materials provided to the public will include a statement that the program is available to eligible children without regard to race, color, national origin, gender, age, or disability. The statement will also include information that any person who believes that he or she has been discriminated against in any U.S. Department of Agriculture (USDA) related activity should write immediately to the Secretary of Agriculture, Washington, DC 20250.
11. Will maintain daily records to include, at a minimum, a menu that meets CACFP meal pattern, and daily meal counts served to eligible children at the point of service.
12. Agrees to complete the audit requirement as listed in Section B.

**The institution (continued):**

13. Assures the state agency that announced/unannounced visits will be allowed during normal business hours by the state agency and/or representatives of U.S. Department of Agriculture (USDA) Food and Nutrition Service and/or any other state or federal official.
14. Assures the state agency that it will be responsible for all overpayments.
15. Agrees to comply with collection procedures set forth by RCW 19.16.500. Collection of funds owed to OSPI as a result of an overpayment of claims or an advance (or any other situation resulting in an overpayment made to the institution by OSPI shall comply with the following:
  - a) Venue. The venue of any action arising out of this agreement shall be in Thurston County, Washington.
  - b) Governing Law. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.
  - c) In the event collection efforts become necessary, the institution agrees that it is liable for all costs associated with such collection activity including, but not limited to, court costs, attorney's fees, and allowable interest. If the amount owing is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW 19.16.500 in an amount up to 50 percent of the first \$100,000 and 35 percent for amounts over \$100,000.

The collection procedure is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from OSPI.

16. Understands if this application does not meet all of the requirements in the Child and Adult Care Food Program regulations, 7 CFR 226.6(b) and 226.15(b) and 226.16(b), the state agency must deny the application. If the state agency determines that the institution has committed one or more serious deficiencies in 226.6(c)(1)(ii) for new institutions or 226.6(c)(2)(ii) for renewing institutions, the state agency must initiate action to deny the application and initiate action to disqualify the institution and the responsible principals and responsible individuals.
17. Agrees that the CACFP is approved to operate until the agreement is terminated by either party. Agrees to notify OSPI immediately in writing if the institution or any of its facilities move, change names, sell the center(s) and are no longer in business and indicate the last day of meal service. This agreement is voided upon sale of the institution and its facilities.

**The state agency and the institution mutually agree:**

1. To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, CACFP regulations incorporated herein by reference.
2. The institution will be reimbursed under the claiming percentage method.
3. The institution(s) will be reimbursed at the free rate for all snacks served at the "at-risk" site.
4. The nonprofit homeless shelter will be reimbursed at the free rate for all meals served.
5. That new institutions will submit a public media release.
6. Neither the institution nor any employee or agent of the institution shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates, any provision of the Ethics in Public Service law at chapter 42.52 RCW, or RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.
7. Each party to this agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this agreement.
8. No person shall, on the ground of race, color, national origin, gender, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this agreement. Nondiscrimination laws applicable to the state agency and sponsor that each party agrees to abide by include, but are not limited to, the federal Americans with Disabilities Act (ADA). The institution shall notify the state agency immediately of any allegations, claims, disputes, or challenges made against it under the ADA.

**The institution with an “at-risk” center agrees:**

1. To serve snacks to students at sites in geographic areas where at least 50 percent of all students are certified eligible for free or reduced-price meals at no charge.
2. To claim only one at-risk snack per student per day only after his/her school day has ended.
3. To claim only one at-risk snack per student in attendance any time of the day on weekends or holidays, including vacation periods, during the regular school year.
4. To maintain attendance records.

**The institution with a homeless shelter(s) agrees:**

1. To provide proof that all homeless shelters are in compliance with all applicable state and/or local health and safety standards as found in Rules and Regulations of the State Board of Health for Food Service, WAC 246-215.
2. To provide congregate meal service and meals at no separate charge.
3. To maintain attendance records indicating the names and ages of children in residence for whom meals are claimed.
4. To maintain records of the number of meals by type (breakfast, lunch, supper, and snacks) served to eligible residential children. The institution shall not claim more than three (3) meals (breakfast, lunch, supper) or two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times.

**NOTE: No moneys or other benefits may be paid out under this program unless this agreement is completed and approved (7 CFR 226).**

## **SECTION B - AUDIT REQUIREMENTS**

**Audit requirements for institutions (subrecipients) expending federal funds from state agency under this contract are as follows:**

The institution shall make their records available for review or audit by officials of the state agency or designee.

If the institution is a state, local government, or nonprofit subrecipient of federal awards, and expends \$500,000 or more in total federal funds, they shall comply with Office of Management and Budget (OMB) Circular A-133 requirements. Federal awards are defined as “Federal financial assistance and federal cost-reimbursement contracts that nonfederal entities receive directly from the federal awarding agencies or indirectly from pass-through entities, not including procurement contracts used to buy goods or services from vendors.” When considering federal funds to include in the \$500,000 threshold, only consider those funds that are a result of a subrecipient relationship, and exclude those resulting from a vendor relationship. A subrecipient relationship exists when a nonfederal entity expends federal funds received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such program. A vendor relationship exists when a dealer, distributor, merchant, or other seller is providing goods or services that are required for the conduct of a federal program.

OMB Circular A-133 requires the institution to procure, at their expense, a single or program-specific audit for any year in which they expend \$500,000 or more in total federal funds. The institution shall incorporate OMB Circular A-133 audit requirements into all contracts between the institution and its subcontractors who fall under the definition of subrecipients. The institution shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

Upon completion of each audit, the institution shall submit the published audit report to **OSPI, Attn: Audit Management and Resolution, PO Box 47200, Olympia WA 98504-7200**. OMB Circular A-133 audit reports are due within the earlier of 30 days after receiving the audit report or nine months after the institution’s fiscal year end. If such audit report contains audit findings that could have an impact on the administration of program funds received through this office, the institution may be subject to requirements of WAC 392-115 regarding resolution of those findings.

It is the institution’s responsibility to ensure that all audits required by OMB Circular A-133 are submitted to the Federal Audit Clearinghouse. If an extension of time has been granted by the institution’s cognizant or oversight agency, a copy of the letter granting the extension must be sent to OSPI.

The state agency has the discretion to call for audits beyond those required by law. The state agency sets audit policy for audits of proprietary institutions that administer child nutrition programs and may order an audit of a proprietary institution based on risk assessment.

**SECTION C - SITE INFORMATION**

Fill in the name and address of each site. Attach additional sheets if necessary.

Name of Each Site	Street Address	Type of Center (use codes below)

- = 01 Child Care Center
- = 03 Head Start
- = 04 Outside-School-Hours
- = 05 Proprietary Center
- = 07 ECEAP
- = 14 At-Risk Center
- = 15 Homeless Shelter

**SECTION D - NONDISCRIMINATION STATEMENT**

**The institution:**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age of Discrimination Act of 1975, and Food and Nutrition Service (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 grounds of race, color, national origin, gender, age, or disability, be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received federal financial assistance from the department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate 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 of interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the applicant by the state agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, Washington Basic Foods, cash assistance for the purchase of food, and any other financial assistance extended in reliance on the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA and state agency personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. 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 applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the state agency. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

**SECTION E - FRAUD**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are subject of a grant or other form of assistance under 7 CFR 226.25(e), whether received directly or indirectly from the state agency or the USDA or whoever received, conceals, retains such funds, assets, or property to his/her 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, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

**CERTIFICATION STATEMENT**

I hereby certify that the organization will abide by our management plan, budget, and all applicable state and federal regulations and policies will be observed. I hereby certify that the information on this application and the required attachments are true to the best of my knowledge; that reimbursement will be claimed only for meals served to eligible children; and that the CACFP will be available to all eligible children regardless of race, color, national origin, gender, age, or disability at the approved food service facility and that these facilities have the capability for the meal service planned for the number of children anticipated to be served. I understand that this information is being given in connection with the receipt of federal funds, that representatives of the USDA and the state agency may verify this information, and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. I understand that institutions and individuals providing false certification will also be placed on the national disqualified list.

**Debarment, Suspension, and Ineligibility.** Institution certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The institution further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a nonprocurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

\_\_\_\_\_  
Printed Name of Authorized Representative/Owner(s) and Title

\_\_\_\_\_  
Signature of Authorized Representative/Owner(s)

\_\_\_\_\_  
Date

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

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

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Printed Name of Board Chairperson/Board Member and Title/President of Corporation

\_\_\_\_\_  
Signature of Board Chairperson/President of Corporation

\_\_\_\_\_  
Date

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

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

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

**OSPI USE ONLY**

**APPROVAL**

By \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Director, Child Nutrition Services

\_\_\_\_\_  
APPROVAL DATE