

**DISTRICT OF COLUMBIA CHILD AND ADULT CARE FOOD PROGRAM  
NON-CASH AGREEMENT between a SPONSORING ORGANIZATION and an UNAFFILIATED FACILITY**

**Use this Agreement form if the facility is a legally distinct entity from the Sponsoring Organization AND the Sponsoring Organization will provide the facility with meals and/or snacks.**

**Instructions:** The Sponsoring Organization must complete the blank spaces under #3 and 10 of "Rights and Responsibilities of the Facility" prior to giving this Agreement to the facility administrator to read and sign. Two copies should be made of the Agreement. The original should be given to the facility. The Sponsor shall retain one copy on file and mail the other copy to State Agency.

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

In accordance with Part 226 of the Child and Adult Care Food Program (CACFP) regulations, the Sponsoring Organization agrees to:

1. Represent the facility for the purpose of participation in CACFP including the preparation and processing of the reimbursement claim forms.
2. Prepare and deliver meals and snacks that comply with the CACFP meal pattern requirements, as described in 7 Code of Federal Regulations 226.2, as well as any other applicable federal and State regulations and policies.
3. Claim reimbursement for only those meal/snacks approved by the State Agency at only those facilities approved by the State Agency. If the facility is a for-profit or proprietary child care or outside school hours center, claim reimbursement only for those calendar months in which: 25 percent or more of the enrolled participants (or the licensed capacity, whichever is less) are Title XX beneficiaries, or 25 percent or more of the participants are eligible for free or reduced-price meals. If the facility is a for-profit or propriety adult day care center, claim reimbursement only for those calendar months in which 25 percent or more of the enrolled participants are Title XIX and/or Title XX beneficiaries.
4. Claim reimbursement for only those meals/snacks documented as actually served, not the number of meals/snacks delivered.
5. Ensure that the facility maintains a current license with the DC Office of the State Superintendent of Education, Division of Early Childhood Education, Child Care Licensing Unit. If the facility is not subject to licensing, ensure compliance with applicable State and local health and safety standards. Provide copies of the current license or most recent inspection reports, as applicable, to the State Agency.
6. Ensure that a Certified Food Protection Manager is on site at all times during food preparation and service.
7. Submit claims for reimbursement for only reimbursable meals/snacks served to participants up to the license capacity, or if not subject to licensing, up to the capacity listed on the site's certificate of occupancy.
8. Train facility staff on CACFP recordkeeping and meal pattern requirements prior to participation in CACFP. Offer annual training to appropriate staff from each facility and continue to offer additional training as needed and required by the staff.
9. Respond to the facility's request for technical assistance.
10. Develop and provide CACFP recordkeeping forms for the facility and written internal and external procedures to operate CACFP.
11. Review all CACFP records generated at the facility to ensure accuracy and that all these records meet CACFP requirements.
12. Conduct a pre-approval visit for all prospective facilities to discuss CACFP benefits and requirements and to ensure the staff is capable of operating CACFP.
13. Conduct a review of newly participating facilities within four weeks of the beginning CACFP operation. Conduct a minimum of three reviews per year to each facility during the hours of operation to review their meal service, meal participation, procedures, and records to show non-profit food service status. At least two of these visits must be unannounced.
14. Implement acceptable accounting practices to record income and expenditures for internal records control and also for facility records.
15. Ensure that all meals/snacks claimed for reimbursement are served to children ages 12 and under, or children of migrant workers ages 15 and younger enrolled in regular child care and outside-school-hours care facilities; to children ages 18 and under (or up to 19 if the birthday occurs during the school year) at at-risk afterschool facilities; to mentally or physically disabled children, as defined by the state, ages 18 and under who are enrolled at a facility serving a majority of persons ages 18 and under; to mentally or physically disabled adults, as defined by the state, or adults ages 60 and over enrolled in adult day care facilities.
16. Ensure that no more than two meals and one snack (or one meal and two snacks) are claimed per child per day at child, outside-school-hours and adult care facilities, or no more than one meal and one snack per child per day at at-risk afterschool facilities.
17. Ensure that all meals claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the requirements in the CACFP Regulations.
18. Keep all CACFP-related records for three year plus the current fiscal year, or until the closure of all audits and investigations pertaining to the records.
19. Provide written appeal procedures with the notice of termination at least 30 days calendar days prior to the proposed date of terminating this Agreement.
20. Comply with all applicable current federal, State and local regulations as well as subsequent additions and amendments.

**RIGHTS AND RESPONSIBILITIES OF THE FACILITY**

In accordance with Part 226 of the Child and Adult Care Food Program (CACFP) regulations the facility agrees to:

1. Participate in training provided by the Sponsoring Organization.
2. Maintain and provide to the Sponsoring Organization a copy of the facility's license(s) with the DC Office of the State Superintendent of Education, Division of Early Childhood Education, Child Care Licensing Unit. If the facility is not subject to licensing, ensure compliance with applicable State and local health and safety standards. Provide copies of the current license or most recent inspection reports, as applicable, to the Sponsoring Organization. Promptly correct any violations cited.
3. Ensure that a Certified Food Protection Manager is on site at all times during food preparation and service.
4. Inform the Sponsoring Organization within \_\_\_\_\_ hours/days of changes in the number of participants, meal times, shifts, days of operation, or facility address.

5. Allow representatives from the Sponsoring Organization, State Agency and United States Department of Agriculture who show proper photo identification to enter the facility for the purpose of reviewing CACFP operations. Monitoring visits may be announced or unannounced.
6. Complete Corrective Action Plans developed by the Sponsoring Organization. Failure to implement corrective action on matters of noncompliance with CACFP regulations may constitute grounds for termination and disqualification from participation in CACFP.
7. Maintain accurately completed records of daily attendance that are separate from meal counts.
8. Maintain accurately completed records of daily meal counts taken at or near the time of service.
9. Maintain accurately completed records of all menus reflecting the foods actually served for each meal service.
10. Serve meals/snacks at no charge that meet age-appropriate CACFP meal pattern requirements, as described in 7 Code of Federal Regulations 226.2, as well as any other applicable federal and State regulations and policies.
11. Submit attendance records, meal counts, and menus to the Sponsoring Organization by the \_\_\_\_\_ day of each month.
12. Claim reimbursement for participants served at any one meal service up to the authorized license capacity, or if not subject to licensing, up to the maximum capacity listed on the certificate of occupancy.
13. Ensure that all meals/snacks claimed for reimbursement are served to children ages 12 and under, or children of migrant workers ages 15 and younger enrolled in regular child care and outside-school-hours care facilities; to children ages 18 and under (or up to 19 if the birthday occurs during the school year) at at-risk afterschool facilities; to mentally or physically disabled children, as defined by the state, ages 18 and under who are enrolled at a facility serving a majority of persons ages 18 and under; to mentally or physically disabled adults, as defined by the state, or adults ages 60 and over enrolled in adult day care facilities.
14. Ensure that all meals claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex, age or disability.
15. Comply with all applicable current federal, State and local regulations as well as subsequent additions and amendments.

**This Agreement will become effective upon approval by the State Agency. We agree that this is a binding, permanent Agreement. We further agree that this Agreement can be terminated for cause or convenience by either party with written notice received by the other party and the State Agency at least 30 calendar days in advance. We further agree that any modifications to this Agreement are subject to approval by the State Agency.**

**CERTIFICATION**

We CERTIFY that, within the last seven years, neither the facility nor any facility employee or board member has been convicted of a criminal offense; and that no facility employee or board member has been associated with an organization terminated from CACFP for failure to correct serious deficiencies

We CERTIFY that, during the last seven years, neither the facility nor any of its principals have been convicted of any activity that indicated a lack of business integrity. Activities that indicate a lack of business integrity include, but are 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 tax evasion.

We CERTIFY that this facility has not been disqualified from participation in any other publicly-funded program for violating that program’s requirements. “Publicly-funded program” means any program or grant funded by Federal, State or local government.

We CERTIFY that the facility is not participating in CACFP under any other Sponsoring Organization. We further CERTIFY that all of the above information is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities as outlined in this Agreement. We understand that this information is being given in connection with the receipt of federal fund; that State Agency or Sponsoring Organization officials may, for cause, verify information; and that deliberate misrepresentation may subject us to prosecution under applicable State and Federal criminal statutes. We further certify that if the facility is found in Serious Deficiency and terminated from CACFP that this will result in placement on the National Disqualified List and will not be allowed to participate in any Federal Programs. We further certify that the facility has not previously been terminated from CACFP participation for cause in the District of Columbia or any other state.

We further certify that this program is made available to all eligible participants. In accordance with federal law and U.S. Department of Agriculture policy, discrimination is prohibited on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**NAME AND ADDRESS OF SPONSORING ORGANIZATION**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NAME AND TITLE OF SPONSOR REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NAME AND ADDRESS OF FACILITY**

\_\_\_\_\_  
 \_\_\_\_\_  
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**NAME AND TITLE OF FACILITY ADMINISTRATOR**

\_\_\_\_\_  
 \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Civil Rights Assurance Statement

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

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**Sponsoring Organization Name**

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**Sponsor Representative Signature**

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**Facility Name**

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**Facility Representative Signature**

## USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)