

DELAWARE
Department of Education (DOE)

CHILD & ADULT CARE FOOD PROGRAM
PERMANENT AGREEMENT

Print or Type

Employer
Identification #: _____

Institution Name _____

Address _____

City _____ State _____ Zip Code _____

INSTRUCTIONS: The **Institution** must complete **DOE** Form 344 pages 1 and 2 in duplicate; sign both copies in ink and return to the **DOE** Child Nutrition Office. It is recommended that the **Institution** retain a record on file.

Section A: In order to carry out the purpose of Section 17 of the National School Lunch Act, as Amended, and the Regulations governing the Child & Adult Care Food program issued there under (7 CFR 226) the DOE and the Institution, whose name and address appear in the upper right column, above, agree as follows:

For DOE Use Only

CHILD & ADULT CARE FOOD PROGRAM is approved to operate effective:

THE INSTITUTION (SPONSORING ORGANIZATION):

: Represents and warrants that it will accept final administrative and financial responsibility for total Child & Adult Care Food Program operations at all homes, centers, or as listed in Section B.

: Understands that the CACFP reimbursement is publicly funded and that under 7CFR226 and Public Law 106-224, the Agricultural Risk Protection Act of 2000, mandates these funds can only be disbursed to eligible **institutions** and their **principals**, meaning those having no history of disqualification for receipt of public funds (federal, state and/or local).

: Certifies through signature of its designee that the above named **Institution** is hereby eligible to receive public funds.

: Agrees to provide immediate notice of any past or future disqualification, understanding that failure to disclose or effort to conceal disqualification shall result in forfeit of reimbursement and all rights and privileges under the Child & Adult Care Food Program.

: If non-profit, shall demonstrate proof of non-profit status with supporting documentation (i.e., tax exemption letter).

: Understands and agrees that other **Institutions** under the Child & Adult Care Food Program or **DOE** may freely copy any CACFP related publication developed by the **Institution**.

: Certifies the number of private for-profit child care centers under its auspices that receive amounts granted to the State under Title XX of the Social Security Act for at least twenty-five percent (25%) of each center's enrolled children or 25% of center license capacity, during the month preceding application to the Program; or that at least twenty-five percent (25%) of each center's enrolled children or 25% of center license capacity, during the month preceding application to the Program are eligible for Free or Reduced Price meals. And shall continue to certify and provide such information in each succeeding month.

THE DOE AND THE INSTITUTION MUTUALLY AGREE

: To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, Child & Adult Care Food Program Regulations including audit requirements under OMB Circular A-133 for **Institutions** of Higher Education and Other Nonprofit **Institutions** (copy enclosed).

: Non-profit institutions receiving \$500,000.00 or greater may be subject to review based upon *agreed upon procedures engagements* contracted through the State Office of Auditor of Accounts.

: The **DOE** and its representatives will conduct **announced** or **unannounced** visits to the **Institution** and its facility (ies) for purposes of monitoring, reviewing and/or investigating complaints.

: The **Institution** shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25% of its enrolled children or license capacity or if less than 25% of its enrolled children or license capacity are eligible for Title XX benefits under the Social Security ACT or are eligible for Free or Reduced Price meals.

: If the **Institution** is a for-profit sponsoring organization, the **Institution** shall also certify that all centers under this Agreement have the same legal identity as the **Institution**.

: The **Institution** shall not claim reimbursement of meals served under the Child & Adult Care Food Program, which are also claimed under Title III or any other Child Nutrition Program (National School Lunch Program or Summer Food Service Program For Children).

: The **Institution** shall provide advance notice (**prior to award**) to **DOE** of the potential for award of any food service or other CACFP related contracts of \$50,000.00 or more, including times and dates of bid openings.

: The **Institution** shall maintain a "Drug-Free" Workplace in accord with the Congressional Drug-Free Workplace Act of 1988.

: The **Institution** shall, on a mandatory basis, participate in all training relative to Application, Recordkeeping, Financial Management, Management Improvement Guidance, Program Integrity and/or Procurement Procedures. Failure to comply with this requirement will result in documentation of deficiency in this area which could lead to termination of CACFP benefits.

THAT THE INSTITUTION WILL BE REIMBURSED UNDER THE FOLLOWING METHODS:

: For child care centers, adult day care centers, outside school-hours-care centers, homeless nutrition programs for children, and at-risk after school programs according to the **Institution's**

Actual point of service count of meals served by eligibility category.

: For sponsoring organizations of day care homes

According to the payment rates for administrative costs.

: For day care homes

According to the full food service payment rates allotted based on family day care home Tiering determination and meal types served. However, where applicable the sponsoring organizations electing to receive commodities for family day care homes will be reimbursed the lower rates for lunches and suppers rather than at the full rates that include the value of commodities.

NONDISCRIMINATION CLAUSE

SECTION B: In order to carry out the purpose of Section 17 of the National School Lunch Act, as Amended, and the Regulations governing the Child & Adult Care Food Program issued there under (7 CFR 226) the **DOE** and the **Institution**, whose name and address appear in the upper right column, Form 344 (Pg. 1), further agree as follows:

THE INSTITUTION:

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 United States Department of Agriculture (7 CFR Part 15). Department of Justice (28 CFR Parts 42 & 50), and Food and Nutrition Service 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 age, sex, handicap, color, race, or national origin, 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 **Institution** 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, or 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 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 **Institution** by the **Department of Education (DOE)**. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, food stamps, cash assistance for 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 **Institution** agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized **DOE** and **USDA** 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 Education** and United States Department of Agriculture (**USDA**) Food and Nutrition Service (**FNS**) shall have the right to seek judicial enforcement of this assurance.

This **ASSURANCE** is binding on the **Institution**, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the **Department of Education (DOE)**. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the **Institution** or the **Department of Education (DOE)**.

CERTIFICATION STATEMENT

I/WE HEREBY CERTIFY that all of the above information is true and correct. **I/WE** understand that this information is being given in connection with the receipt of Federal funds; that the **Department of Education (DOE)** officials may, for cause, verify information; and that deliberate misrepresentation will submit **me/us** to prosecution under applicable State, Federal and/or Local criminal statutes.

INSTITUTION REPRESENTATIVE		DEPARTMENT OF EDUCATION REPRESENTATIVE(S)	
Signature:	Date:	Signature:	
<i>(Executive Director/Owner or Designee)</i>		Karen Field Rogers, Associate Secretary Financial Reform & Resource Management	
		Date	Initial Finance Director
		Signature:	
		Linda B. Rogers, Ed.D., Associate Secretary Teaching and Learning	
		Date	Initial Work Group Director

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NO MONEYS OR OTHER BENEFITS MAY BE PAID OUT UNDER THIS PROGRAM UNLESS THIS AGREEMENT IS COMPLETED, SIGNED, AND FILED AS REQUIRED BY EXISTING REGULATIONS (7 CFR PART 226).

In accordance with Federal law and U.S. Department of Agriculture (USDA) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability and retaliation.

If you require the information on this poster in alternative format (Braille, large print, audiotape, etc.), contact the USDA's TARGET Center at (202) 720-2600 (Voice or TDD).

If you require information about this program, activity, or facility in a language other than English, contact the USDA agency responsible for the program or activity, or any USDA office.

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call, toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.