



**AGREEMENT BETWEEN UNAFFILIATED SPONSORING ORGANIZATION AND CHILD/ADULT CARE CENTER OR AT-RISK AFTERSCHOOL CENTER (MEALS PROVIDED BY SPONSOR)**

**INSTRUCTIONS:** An original and a copy of this Agreement must be completed and signed by the sponsoring organization (SO) and the child care center/adult day care center/afterschool or at-risk center/site. The SO must retain the original and return a copy to the facility.

SPONSORING ORGANIZATION NAME, ADDRESS, AND CACFP CONTRACT NO.	CENTER/SITE OWNER NAME, ADDRESS AND BIRTHDATE
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This Agreement is entered into between the above named SO and center/site owner. This Agreement specifies the rights and responsibilities of the SO and the center/site as participants in the DHSS CACFP.

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

1. In accordance with CACFP regulations, the SO agrees to accept financial and administrative responsibility for management and oversight of the CACFP. The SO agrees to:
  - a. Train center/site staff before they begin participating in the CACFP.
  - b. Offer additional training sessions scheduled at a time and place convenient to their center/sites and personnel not less than annually.
  - c. Respond to a center/site's request for technical assistance.
  - d. Provide CACFP record keeping forms to the center/site.
  - e. Assure that all meals claimed for reimbursement are served to eligible participants without regard to race, color, national origin, age, sex, or disability and that all meals meet the meal requirements in the CACFP regulations.
  - f. Perform monitoring visits at least three times a year to ensure Program regulation compliance.
2. The SO, DHSS, the U.S. Department of Agriculture (USDA), and other state and federal officials have the right to make announced or unannounced reviews of the center/site's operations and to have access to its meal service and records during its normal hours of operations. Anyone making such reviews must show photo identification.
3. The SO or the center/site may terminate this Agreement to participate in the CACFP for cause or convenience with 30 days written notice.
4. Fees charged to the center/site for CACFP administrative services shall not exceed \_\_\_\_\_ per (month/year) and must be itemized by activity.
5. The SO will reimburse the center/site for meals served using the current CACFP reimbursement rates.
6. The SO agrees to inform the facility owner of the option to participate as an independent center/site contractor directly in the CACFP.
7. A center/site owner is prohibited from transferring to another SO or voluntarily terminating from the CACFP when the current SO has identified a seriously deficient problem(s) that needs corrective action and is not corrected to the satisfaction of the current SO. The current SO shall notify the DHSS-CFNA when a serious deficiency is initially identified and a date when the serious deficiency has been corrected to its satisfaction and the center/site is in good standing.
8. The sponsor shall provide adequate supervisory and operational personnel for the management and monitoring of the CACFP to assure successful operation by the center/site and the sponsor.

**We CERTIFY that the center/site is not participating in the CACFP under any other SO or as an independent center/site. 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 outlined in the Agreement. We understand that this information is being given in connection with the receipt of federal funds; that Department officials may, for cause, verify information; and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.**

**RIGHTS AND RESPONSIBILITIES OF THE CENTER/SITE**

1. Centers/Sites are required to keep record of:
  - a. Daily records of the children/adults in attendance and the number of meals, by type (breakfast, lunch, supper, and snacks), served to enrolled children/adults. Only one meal per child/adult may be claimed at each meal service.
  - b. Daily records indicating the number of meals, by type, served to adults performing labor necessary to the food service (cannot claim).
  - c. Copies of daily dated menus.In addition, child care centers are required to keep record of:
  - d. Documentation of the enrollment of each child/adult, if applicable.
  - e. Documentation on family-size and income information used to determine eligibility for free or reduced-price meals for each child/adult reported as being in either need category, if applicable.
2. The center/site staff must attend at least one training session as required by the SO each year.
3. The center/site must allow representatives from the SO, DHSS, USDA, and other state and federal officials access to the center/site for the purpose of reviewing the CACFP operations. This will be done several times a year and will primarily be unannounced.
4. Child care center owners must tell the SO, without delay, the names of any participants added to or dropped from the enrollment for care, or if there are any changes in the center's license or approved status, if applicable.
5. The center/site must submit the meal count, attendance and menu records to the SO by the \_\_\_\_\_ day of each week/month. Failure to do so may result in loss of payment for that claim month.
6. Centers/sites must serve meals that meet the CACFP requirements for the ages of children/adults being served.
7. Centers may not claim more than two meals and one snack or one meal and two snacks per child in attendance per day. At-Risk Afterschool sites may not claim more than one meal and one snack per child in attendance per day. Meals must be served at no separate charge to enrolled children.
8. Child care centers will not receive reimbursement for meals served to children who are over 12 years of age or adult staff. Meals served to children of migrant workers age 15 years and under and disabled persons 18 years of age and under may be claimed when enrolled in a center for care. At-Risk Afterschool sites will not receive reimbursement for meals served to children over 18 unless disabled and enrolled in an accredited school program.
9. The center/site owner or the SO may end this Agreement to participate in the CACFP for cause or convenience by giving 30 days written notice.
10. The center/site must serve meals to all children without regard to race, color, national origin, sex, disability, or age.
11. Child care centers must furnish all eligible children/adults who are enrolled for care in its facility, including infants, access to CACFP meals. Even though an infant's parent or guardian may decline what is offered, and supply the infant's formula instead, the facility must offer the infant a meal that complies with program requirements, if applicable.
12. The center/site may apply to the DHSS as an independent center/site upon termination of this Agreement.

**I understand that this child/adult care center/site can participate in the CACFP as an independent center/site but I choose to be sponsored by the above organization and I will comply with the rights and responsibilities outlined in this Agreement. I understand that this information is being given in connection with the receipt of federal funds.**

**TO BE COMPLETED BY SPONSORING ORGANIZATION**

STARTING DATE	THIS CENTER HAS BEEN APPROVED TO SERVE THE FOLLOWING MEALS: <input type="checkbox"/> Breakfast <input type="checkbox"/> A.M. Snack <input type="checkbox"/> Lunch <input type="checkbox"/> P.M. Snack <input type="checkbox"/> Supper <input type="checkbox"/> Evening Snack		
REPRESENTATIVE OF SPONSORING ORGANIZATION SIGNATURE	DATE	PROVIDER'S SIGNATURE	DATE