

**Child and Adult Care Food Program
Permanent Agreement for Unaffiliated Centers**

This Contract is entered into between _____ (Sponsoring
Organization) and _____ (Unaffiliated Center).

The Sponsoring Organization will:

1. Annually train the center's key staff on the rules and regulations of the Child and Adult Care Food Program (CACFP) and all record keeping procedures, such as administrative costs, direct labor costs, non-food or indirect costs, and Civil Rights.
2. Training on the CACFP duties and responsibilities to key staff from all sponsored facilities is required prior to the beginning of program operations. At a minimum, such training must include instruction, appropriate to the level of staff experience and duties, on meal patterns, meal counts, claims submission and review procedures, recordkeeping requirements, and reimbursement system. Attendance by key staff is mandatory.
3. Prepare all monthly claims for reimbursement to the state agency. Funds will be disbursed to centers within five (5) days of receipt of program funds.
4. Ensure that all centers are eligible to participate in the CACFP and that centers are informed of all the CACFP requirements.
5. Develop policies concerning licensing issues, training, program integrity, etc., that are implemented consistently.
6. Train centers and key staff before participation in the CACFP. Once a center begins to claim meals, another visit will be conducted within the first four weeks (28 days) of program participation to ensure program compliance and accountability and to provide technical assistance.
7. Respond to the center's requests for technical assistance.
8. Provide the CACFP recordkeeping forms to the center.
9. Be responsible for all reviews of the center and all communication regarding the center's participation in the CACFP.
10. Review each center a minimum of three times per year. At least two reviews will be unannounced and at least one unannounced review will include a meal or snack observation. If, during a review, the center is out of compliance with the federal regulations, the next review will be unannounced.
11. Perform the five-day meal count reconciliation at each monitoring visit. The number of participants on the attendance and enrollment records for each meal will be compared for the day authorized representatives

are there and for five (5) consecutive days. This procedure will help maintain compliance.

12. Contact parents/guardians or adult participants to verify attendance as deemed necessary or as required by the Alabama State Department of Education (ALSDE).
13. Assist the center with record retention in an organized and efficient manner. Records must be maintained for three (3) years plus the current fiscal year and be readily available to the Sponsoring Organization, the ALSDE, and the U.S. Department of Agriculture (USDA). If audit findings have not been resolved, the records shall be retained beyond the end of the three (3) year period, as long as may be required for the resolution of the issues raised by the audit. Twelve months of records must be available on-site at all times, for immediate review. In addition, the aforementioned representatives must be allowed in the center at any time during regular business hours to review the records.
14. Automatically deduct an administrative fee up to 15% of the center's total monthly reimbursement (not including cash-in-lieu payments) from the center's payment prior to disbursement. If the Sponsoring Organization does not incur 15% administrative costs in any month, the Sponsoring Organization will only retain the percentage of administrative costs it actually incurred.
15. Provide a meal or snack to the center at no additional cost and in return will keep the Child and Adult Care Food Program reimbursement.
16. Show photo identification that demonstrates employment with (Sponsoring Organization) during center reviews.
17. Propose to terminate this Contract for cause if the center fails to comply with CACFP 7 CFR 226 regulations.
18. Inform the unaffiliated center of the option to participate in the CACFP directly with the ALSDE.

The Center will:

19. Operate a non-profit food service and have documentation on file to support a non-profit food service.
20. Have a current license and operate within the licensed capacity.
21. Comply with all CACFP and the Alabama Department of Human Resources (DHR) rules, regulations, and requirements.
22. Meet all state and local health and safety standards.
23. Participate in (Sponsoring Organization) training, at least annually.
24. Record and maintain all records required including menus, meal attendance, center attendance, enrollment, and all food service expenses.
25. Submit all meal attendance, menus, enrollment forms, Income Eligibility Forms, and expense receipts to

(Sponsoring Organization), postmarked or submitted electronically by the (insert date) of each month. Any forms not meeting this deadline will be submitted for an amendment but will not be accepted more than 45 days from the (date) of the month.

26. Submit menus to the Sponsoring Organization in advance for pre-approval. Menus must be submitted on the (date) of the month prior to the actual claim month. (Example: May's menus need to be submitted on April 15th).
27. Submit participant's enrollment form and Income Eligibility Form before a participant can be claimed.
28. Maintain receipts of all CACFP-related purchases and submit copies of the receipts to (Sponsoring Organization) with the monthly claim or by the (date) of each month.
29. Offer all infants enrolled for care in the center a meal that complies with the infant meal pattern requirements, even if the center does not claim reimbursement for infant meals.
30. Be aware the rate of reimbursement may change monthly as a result of the new income eligibility forms submitted by the center.
31. Notify (Sponsoring Organization) of the status of the center's Alabama child care license and other correspondence related to its status. This includes but is not limited to a change of capacity, address, license number, etc. Continued participation in the CACFP is contingent upon the receipt of this information by (Sponsoring Organization).
32. Allow (Sponsoring Organization), the ALSDE, and other state and federal officials the right to review the center to observe meal service and review records during the hours of operation. These reviews will be announced or unannounced. If, during a review, the center is non-compliant with this Contract, the next review will be unannounced.
33. Annually collect the parents/guardians' or adult participants' enrollment form for each participant claimed in the CACFP in order to be reimbursed. Allow (Sponsoring Organization), the ALSDE, and/or the USDA to use the information on the enrollment form to contact the parents/guardians/adult participants to verify attendance and meal participation. (Not applicable for At-Risk Afterschool and Emergency Shelters.)
34. Provide, prepare, and serve meals/snacks which meet the USDA CACFP meal patterns.
35. Claim no more than two meals and one snack or two snacks and one meal per participant, per day. (At-Risk Afterschool programs can claim a maximum of one meal and one snack, per participant, per day. Emergency Shelters can claim three meals per day).
36. Use the USDA Non-Discrimination Statement on all printed materials and websites that mention the CACFP meals and snacks.
37. Follow the policy that restricts the transfer of centers between Sponsoring Organizations during a fiscal year. Centers are allowed to change Sponsoring Organizations at the end of the fiscal year (October 1

– September 30).

38. Notify its Sponsoring Organization in writing regarding the decision to transfer to another organization. This notification must be completed no later than September 5th each fiscal year. A center with one or more serious deficiencies may not transfer to another Sponsoring Organization until the deficiency has been fully and permanently corrected to the satisfaction of the current Sponsoring Organization.

The Sponsoring Organization and the Center acknowledge:

39. Failure to comply with any of the terms of this Agreement may result in loss of reimbursement to the provider, which could include suspension and/or termination of the Agreement and disqualification of future CACFP participation. This Agreement may be terminated by either party for cause or convenience. The Sponsoring Organization and center agree this is a permanent and binding Agreement and can be terminated by either party with written notice.
40. The CACFP Agreement will only be terminated for voluntary closure or closure for reasons not related to program deficiencies if the institution is in good standing with the CACFP and has no pending actions, such as but not limited to: serious deficiency, corrective action, suspension, proposal to terminate/proposal to disqualify, and does not owe any outstanding debt to the Sponsoring Organization, the ALSDE, or the USDA Food and Nutrition Service (FNS). No additional notification will be sent to centers that are terminated due to the voluntary closure or closure due to other reasons not related to program deficiencies.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE:

The Program Applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

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 records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 behalf of the Program applicant.

I HEREBY CERTIFY that the information on this agreement and subsequent attachments are true and correct. I understand that this information is being given in connection with the receipt of Federal funds; that the ALSDE representatives may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

**Sponsoring Organization
Highest-Ranking Official's Signature**

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Date: _____

**Unaffiliated Center
Highest-Ranking Official's Signature**

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Date: _____

**Superintendent of SFA
Signature, if applicable**

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Date: _____