CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
AGREEMENT BETWEEN SPONSORING ORGANIZATION AND UNAFFILIATED CHILD CARE CENTER

INSTRUCTIONS: An original and one copy of this agreement must be completed and signed by the center authorized representative and returned to the sponsoring organization. A representative of the sponsoring organization must sign both forms, keep one, and return one to the center.

This agreement is entered into this _____ day of (month) _____, (year) _____, by and between

_____, and _____
(Sponsoring Organization) (Unaffiliated Center's Name)

at _____.
(Center's Address)

This Agreement specifies the rights and responsibilities of the sponsoring organization and the unaffiliated center as a participant in the CACFP administered by the Office of Superintendent of Public Instruction (OSPI). This agreement remains in effect until terminated by either party, contingent upon availability of program funds.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. The sponsoring organization will:
    a. Certify that the center is not currently enrolled in the CACFP independently or under any other sponsor.
    b. Accept final administrative and financial responsibility of the CACFP.
    c. Meet all CACFP agreement conditions with OSPI, such as filing claims and maintaining all required documentation.
    d. Train center staff before they begin participating in the CACFP and annually thereafter
    e. Provide ongoing technical assistance as needed and/or upon the center's request.
    f. Pay the center within five working days after receiving payment from OSPI, if the center has fulfilled all CACFP requirements and maintained and submitted all records necessary to support the claim for reimbursement. If the sponsoring organization is providing the meals, the sponsor will retain all of the reimbursement.
    g. Retain no more than 15% of the center's monthly reimbursement for administration of the CACFP (excluding cash-in-lieu of commodities).
    h. Assure all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex, age, or disability.
    i. Reimburse only for meals that meet the meal pattern requirements (components and portion sizes) of the CACFP.
    j. Disallow meals claimed for reimbursement if:
        i. The center's records are incomplete, inaccurate, or missing.
        ii. Meals do not meet the CACFP meal pattern requirements.
        iii. Meals are claimed in excess of the authorized capacity.

2. The sponsor will report to the appropriate agency any and all health and safety violations observed in the center, (for example, caring for children in excess of authorized capacity).

3. The sponsoring organization will visit the center, announced or unannounced, to review the meal service and the meal counts, menus, and attendance records during the normal hours of childcare operations at least three times per year. A minimum of two visits per year shall include an observation of an actual meal service and two visits will be unannounced.

4. The sponsoring organization will maintain current enrollment records on all enrolled children. Enrollment records must be updated annually.

5. The sponsor will give the center required parental notification posters and brochures that inform parents of their center's participation in the CACFP.

6. All parts of the center application are incorporated by reference into this agreement.

7. This agreement is effective only when the center is properly licensed and approved. The sponsoring organization may terminate this agreement to participate in the CACFP for cause or convenience, with notification to OSPI. Centers that are terminated for cause will be prohibited from future participation in the CACFP with any OSPI sponsoring organization for seven years from the date of termination and will be listed on the national disqualified list.

RIGHTS AND RESPONSIBILITIES OF THE UNAFFILIATED CENTER

1. The center understands that it has the right to have an agreement directly with OSPI Child Nutrition Services and under this agreement it would receive full meal reimbursement because there would not be a sponsor to retain up to 15% for administrative expenses.

2. The center must have a current license to provide child care services to children, or if exempt from licensing and not located in a public school building, must have current fire and safety inspections.

3. The center will not receive reimbursement for meals served in excess of authorized capacity without documentation of shifting.

4. The center is required to keep daily records:
   a. Dated menus that document the actual food served to the enrolled children at each meal service.
   b. The names of enrolled children who are present each day with actual daily arrival and departure times, recorded at the actual time of arrival and departure.
   c. Daily meal counts, recorded at the point of service.
   d. Dated, itemized food receipts.

5. The center must submit to the sponsor a current, accurate enrollment form for each child claimed, if applicable. It must be completed and signed by the child's parent or guardian and updated annually.

6. The center will distribute and collect income eligibility applications for enrolled participants, if applicable.

7. The center must promptly inform the sponsoring organization of the names of any children added to or dropped from the enrollment for child care, or if there are any changes in the center's license or approved status.

8. The center must serve meals that meet the CACFP requirements for components and serving sizes for the ages of children being served.

9. The center may not claim more than two meals and one snack or one meal and two snacks per child per day. Only one meal per child may be claimed at each meal service.

10. The center agrees to serve enrolled children meals and snacks at the times on the center application, as approved by the sponsor. The center will advise the sponsor of meal time changes in advance.

11. The center will not charge families of enrolled children for meals and snacks served.

12. The center must submit the meal count and menu records to the sponsoring organization by the _____ day of each month. Failure to do so may result in loss or delay of payment for that month.

13. The center must serve meals to all enrolled children without regard to race, color, national origin, sex, age, or disability.

14. The center agrees to distribute and display sponsor program information as required by the sponsor in accordance with federal CACFP regulations.

15. The center must allow representatives from the sponsoring organization, OSPI, or USDA, and any other state or federal official to come into the center during the regular hours of operation, for the purpose of reviewing the CACFP

operations. Representatives conducting these reviews must provide photo identification that shows they are on official business.

16. The center may end this agreement to participate in the CACFP for convenience.

17. The center may transfer their agreement from the State Agency to an Unaffiliated Sponsor, or from an Unaffiliated Sponsor to another Sponsoring Organization. This transfer may only occur once per fiscal year. The Center must notify the State Agency and Sponsoring Organization of their CACFP agreement transfer in writing at least 30 days in advance.

18. The center shall have the opportunity to request an administrative review, if they receive notice of proposed termination for cause.

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 Part 226.25(e), whether received directly or indirectly from the Office of Superintendent of Public Instruction or the U.S. Department of Agriculture or whoever receives, conceals, retains such funds, assets, or property to his 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, be fined not more than $10,000 or imprisoned for not more than five years, or both.

SUSPENSION AND DEBARMENT

By signature of this agreement, the center representative certifies that the center and the responsible principals of the center have not been suspended, debarred, determined ineligible or otherwise excluded from participation in Federal assistance programs or activities.

CERTIFICATION

I certify that the Sponsoring Organization Representative identified on this form has explained this agreement to me. I also certify that I am not participating in the CACFP under any other sponsoring organization. I further certify that the sponsoring organization and the center representative agree to comply with the terms of this agreement. I understand that this information is being given in connection with the receipt of federal funds; that OSPI or USDA officials may, for cause, verify information; and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. The program must be made available to all eligible children regardless of race, color, national origin, sex, age, or disability. I certify that during the past seven years, I have not been declared ineligible to participate in the CACFP. I understand that individuals providing false information will be placed on the national disqualified list for seven years and will be subject to civil or criminal penalties.

I certify the following items have been reviewed with me and I have received a copy of each policy.

- ☐ Corrective action policy.
- ☐ Termination policy.
- ☐ Appeal policy.
- ☐ Record retention policy.

Signature of Center Authorized Representative | Birthdate (required) | Date Signed

Signature of Sponsoring Organization Representative | Date Signed

Effective Date of Agreement

USDA Non-Discrimination Statement for Child Nutrition Programs
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 Form AD-3027, USDA Program Discrimination Complaint Form, 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:** USDA Program Intake(opens in a new window)

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