**Permanent Agreement for CACFP Administration**

**Sponsoring Organization and an Unaffiliated Site**

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| **INSTRUCTIONS**: This agreement must be completed and signed by the Sponsoring Organization (SO) and the unaffiliated site. The SO must retain the signed agreement with their CACFP permanent program records and provide the unaffiliated site with a copy. | |
| Sponsoring Organization Name | Unaffiliated Site Name |
| 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:    1. Train site staff before they begin participating in the CACFP, and at least annually thereafter.    2. Respond to a site’s request for technical assistance.    3. Provide CACFP record keeping forms to the site.    4. 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.    5. Perform monitoring visits at least three times a year to ensure program regulation compliance.    6. Provide adequate supervisory and operational personnel for the management and monitoring of the CACFP to ensure successful operation by the site and the sponsor.   In addition, the SO agrees to inform the site that:   1. The SO, MA DESE, the U.S. Department of Agriculture (USDA), and other state and federal officials have the right to make announced or unannounced reviews of the site’s operations and to have access to its meal service and records during its normal hours of operations. 2. The SO or the site may terminate this Agreement to participate in the CACFP for cause or convenience with 30 days written notice. 3. The site owner/director has the option to participate as an independent center (their own sponsorship) directly in the CACFP. 4. A site’s owner/director 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 MA DESE FNP when a serious deficiency is initially identified and a date when the serous deficiency has been corrected to its satisfaction and the center/site is in good standing. If seriously deficient problems are not adequately corrected, then the site and responsible parties maybe be terminated and disqualified from future CACFP participation   **We CERTIFY that the site is not participating in the CACFP under any other SO or as an independent 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 DESE 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 Unaffiliated Site | |
| 1. Sites are required to keep record of:    1. Daily records of the participants in attendance and the number of meals, by type (breakfast, lunch, supper, and snacks), served to enrolled participants. Only one meal per participant may be claimed at each meal service.    2. Daily records indicating the number of meals, by type, served to adults performing labor necessary to the food service (cannot claim).    3. Copies of daily dated menus.    4. For cash programs: copies of invoices, receipts, or other records as needed to show operating costs.    5. Child care centers are required to also keep record of:       1. Documentation of the enrollment of each child.       2. 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 site staff must attend at least one training session as required by the SO each year. 3. The site must allow representatives from the SO, MA DESE, 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 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 or delay in payment for that claim month. 6. Sites must serve meals that meet the CACFP requirements for the ages of participants being served. 7. Centers may not claim more than two meals and one snack or one meal and two snacks per participant 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 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 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 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 site may apply to MA DESE as an independent center/site upon termination of this Agreement.   **I understand that this child/adult care site can participate in the CACFP as an independent 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.** | |
| Cash or Non-Cash Arrangement for Meal Service | |
| Unaffiliated sites may enter into a cash or non-cash agreement with the sponsoring organization.  A cash agreement is appropriate when the unaffiliated site is incurring the cost to prepare meals and/or snacks for their site but does not want/have the capacity to fully administer the CACFP. In a cash agreement, the site submits the menus, meal counts, and any other documentation to the sponsoring organization to validate the claim for reimbursement, and the SO submits the claim to the state agency to be paid. In a cash agreement, the sponsor receives the reimbursement from MA DESE and then distributes those funds to the site within 5 days of receipt from the state agency. In a cash agreement, the sponsoring organization may charge a fee for the administration of the CACFP, up to a maximum amount of 15% of the monthly meal reimbursement. The sponsor must be able to clearly identify the administrative expenses incurred each month.  A non-cash agreement is appropriate when the site is receiving meals/snacks from the sponsoring organization in addition to the administrative oversight. The sponsor submits the claim for reimbursement to the state agency and retains the reimbursement, up to the amount of expense incurred for operational and administrative work for the site.  Please check the type of arrangement for meal service:   * Cash Agreement * Non-Cash Agreement | |
| Signatures & Date | |
| Sponsoring Organization Representative, date | Site Representative, date |

This institution is an equal opportunity provider.