



North Carolina Department of Health and Human Services  
Division of Public Health, Women's & Children's Health Section  
Nutrition Services Branch



**Child and Adult Care Food Program  
Agreement Between Sponsoring Organization and Unaffiliated Center**

**INSTRUCTIONS:** This agreement must be signed by the Unaffiliated Center (Facility) Board Chairperson or Owner and the Sponsoring Organization's Representative. The completed and signed original Agreement should be retained by the Sponsoring Organization. A copy of the completed, signed Agreement shall be sent to the N.C. Department of Health and Human Services (hereinafter referred to as the "State agency") and the sponsored facility. This Agreement is hereby entered into by and between:

Legal Name of Facility: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Business Name of Facility if different from Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ County: \_\_\_\_\_

City, Zip: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

City, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Type of Facility:** ☐ State Government ☐ Local Government ☐ Federal Government ☐ Private For-Profit ☐ Private Nonprofit

**Business Organization** ☐ Sole proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Partnership  
☐ Other (please describe) \_\_\_\_\_

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**Entire Agreement**

This Agreement and any documents incorporated specifically by reference, including Attachments A and B, represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

To achieve the purpose of Section 17 of the Richard B. Russell National School Lunch Act, as amended, and the regulations governing the Child and Adult Care Food Program (hereinafter referred to as the "CACFP"), the Sponsoring Organization and the Facility, whose name and address appear above, agree to comply with the terms of this Agreement and all applicable federal and state laws, regulations, and policies governing the CACFP. Funding for the CACFP is allocated through the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), CFDA #10.558.

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Sponsoring Organization's Name

Sponsoring Organization's Agreement #

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Sponsoring Organization's Address

**Rights and Responsibilities of Sponsoring Organization, State Agency, United States Department of Agriculture, and other State and Federal Officials**

1. The Sponsoring Organization, State agency, United States Department of Agriculture, and other state and federal officials have the right to make announced or unannounced reviews of the facility's operations and to have access to its meal service and records during normal hours of child care operations. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

### **Rights and Responsibilities of the Sponsoring Organization**

1. Train Facility personnel before they begin participating in the Child and Adult Care Food Program;
2. Provide adequate supervisory and operational personnel for managing and monitoring the program;
3. Monitor the Facility to review its meal service and the required records during normal hours of child care operation.
4. The sponsoring organization must review each day care home at least three times each year.
  - At least two of the three reviews must be unannounced.
  - At least one review must be made during the facility's first four weeks of program operation.
  - Not more than six months may elapse between reviews.
5. Respond to the Facility's request for technical assistance;
6. Provide adequate Child and Adult Care Food Program recordkeeping forms to the Facility as requested or needed;
7. Make payments of program funds to the Facility within five (5) working days of receipt of reimbursement from the State agency;
8. Ensure that all meals claimed for reimbursement are served to enrolled children without regard to race, color, national origin, sex, disability, or age and that all meals claimed meet the meal pattern requirements of the CACFP;
9. Notify the State agency of any change in the Facility's status;
10. Accept final administrative and financial responsibility for program operations at the Facility under its jurisdiction; and
11. Retain no more than 15% of reimbursement, or the amount approved by the State agency, earned by the Facility as an administrative fee.

### **Rights and Responsibilities of the Facility**

The facility agrees:

1. The Facility, by participation in the CACFP, accepts the responsibility for providing program benefits to eligible participants at the Facility listed above;
2. This Facility has been approved by the Sponsoring Organization to serve the following meals:  
☐ Breakfast   ☐ AM Snack   ☐ Lunch   ☐ PM Snack   ☐ Supper   ☐ Late PM Snack   ☐ At Risk – ASCS
3. Claim reimbursement only for the type(s) of meals approved in this Agreement;
4. Supply meals without charge to all enrolled participants at the Facility approved in this Agreement;
5. Notify the Sponsoring Organization, without delay, if there are any changes in the Facility's license or approval status;
6. Provide point of service meal count records, attendance records, menu records, and operating cost records to the Sponsoring Organization by the \_\_\_\_\_ day of each month. Failure to do so may result in loss of payment for that month;
7. Serve meals which meet the CACFP meal pattern requirements as set forth in 7 CFR §226.20 for the ages of participants being served;
8. Comply with the terms of this Agreement and all applicable federal and state laws, regulations and policies governing the CACFP, including, but not limited to, 42 USC §1766, 2 CFR Part 200, 7 CFR Part 226 and 10A NCAC 43J, with all subsequent amendments and editions;
9. Take corrective action on matters of noncompliance with CACFP laws, regulations and policies within the time frame(s) specified by the Sponsoring Organization. It is further understood and agreed that failure to take corrective action on matters of noncompliance within the time frame(s) specified by the Sponsoring Organization may constitute grounds for termination from participation in the CACFP;
10. Upon request, make all accounts and records pertaining to the program available to the Sponsoring Organization, state, federal, or other authorized officials for audit or administrative review, examinations, excerpts and transcripts at a reasonable time and place. Failure to make records available may constitute grounds for termination;
11. Provide access to the Facility's personnel for the purpose of interviews and discussion related to program records, reports and other documents pertaining to the CACFP at the Institution and participating Facility;
12. Maintain the following records:
  - A copy of CACFP Agreement between Sponsoring Organization and Facility (CACFP 8C) and all applicable attachments;
  - A valid day care license as issued by the proper licensing entity;
  - Documentation of attendance at two training sessions annually (including date(s), location(s), and topics); At a minimum:



i. Programmatic Training

ii. Civil Rights Training

- Daily records listing the number of enrolled participants in attendance and the number of meals served by type to enrolled participants;
- Budget (CAC-9 for sponsored centers);
- Itemized receipts and canceled checks which support costs paid with CACFP funds;
- Certification of Eligibility For-Profit Centers, as applicable;
- Payment invoices from the appropriate entity(ies) documenting Title XIX and XX beneficiaries;
- Monthly attendance records of all enrolled participants each month meals are claimed;
- Documentation that demonstrates all federal CACFP reimbursement received has been used solely for the operation of the CACFP to improve the quality of food served to enrolled participants;
- Infant Feeding Consent form;
- Daily dated menus for all meals served which meet the USDA meal pattern(s), follow all USDA meal pattern guidelines and related policy memos, and the NC CACFP Facts Sheet;
- Income eligibility applications, as applicable;
- 501(c)(3) documentation, as applicable;
- Documentation of enrollment for each participant as required by 7 CFR §226;
- Daily records of point of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled children and to adults performing labor necessary to the food service;
- Catered meal documentation (delivery slips), as applicable; and
- Any other records required by the Sponsoring Organization or State agency.

*Failure to provide these records, or missing, inadequate, incomplete, or inaccurate records, or discrepancies between records, shall be grounds for the disallowance of meals or recoupment of reimbursement or both.*

13. Maintain all program records, reports, and other documents pertaining to the CACFP at the Facility;
14. If the Facility is a For-Profit Facility, ensure that the Facility does not claim reimbursement in any month unless 25% of the enrolled participants or licensed capacity, whichever is less, are Title XIX or XX beneficiaries or at least 25% of the children served by the Facility are eligible for free or reduced-priced meals.
15. Serve meals at meal service times as approved by the Sponsoring Organization on the Facility Application;
16. Comply with all requirements of Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (Part 15, 15a and 15b of this title), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy to the end that no person may on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Program.
17. Facility shall file with the Division a copy of the Facility's policy addressing conflicts of interest that may arise involving the Facility's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Facility's employees or members of its board or other governing body, from the Facility's disbursing of State funds and shall include actions to be taken by the Facility or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Division may disburse the grant funds. Refer to Attachment E. (N.C.G.S. 143C-6-23(b)).
18. Statement of No Overdue Tax Debts: Contractor's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Contractor does not have any overdue tax debts, as defined by G.S. 105-243.1, at the, state, or local level, is attached as Attachment D. Contractor acknowledges that the written statement must be filed before Division may disburse the grant funds.

**The Sponsoring Organization and Unaffiliated Facility Mutually Agree:**

**Termination or Modification of Agreement**

This Agreement may be terminated by mutual agreement of the parties at any time. The Facility or Sponsoring Organization may terminate this Agreement for convenience upon thirty (30) days' written notice. The Facility shall notify the Sponsoring Organization when ownership changes or the Facility ceases operation.

This Agreement may be modified upon thirty (30) days' written notice in order to comply with any new legislation, regulations and policies governing the CACFP.



**Effective Period**

After the Agreement is signed by the Facility and the Sponsoring Organization, it shall be effective upon State agency approval. The Agreement shall expire September 30, 2022; provided, however, this Agreement is binding on the Facility as long as it receives assistance or retains possession of any funds from the USDA and the State agency.

**Incorporation by Reference**

The entire contents of the Facility's program application are incorporated herein by reference.

**Fraud Penalty**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are the subject of a grant or other form of assistance, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property to personal 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 \$25,000 or imprisoned not more than five years, or both, or, if such funds, assets, or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

**Civil Rights Assurance**

The Program applicant 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 USDA (7 CFR Part 15), U.S. DOJ (28 CFR Parts 42 and 50) FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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, 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 furnishings 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 furnishings 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 reports as required, to permit effective enforcement of nondiscrimination laws, and permit authorized USDA personnel during hours of program operations to review such records, books, and accounts 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 signature appear below are authorized to sign this assurance on the behalf of the Program applicant.

**Nondiscrimination**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
- 2) Fax: (202) 690-7442; or
- 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

We certify that this information is true and correct to the best of our knowledge, and that we will comply with the terms, conditions, and responsibilities outlined in this Agreement. We also certify that the Facility is not participating in the CACFP under any other Sponsoring Organization. We further certify that neither this Facility nor any of the responsible principals are on the National Disqualified List. We understand that this information is being given in order to qualify for the receipt of federal funds that state and federal agency officials may verify this information, and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

#### **SIGNATURE WARRANTIES**

Each individual signing below warrants that he or she is duly authorized to sign this agreement and to bind the party for whom he or she signs to the terms and conditions of this Agreement.

\_\_\_\_\_  
Signature of Facility's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature of Sponsoring Organization's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name