

**PERMANENT AGREEMENT BETWEEN A SPONSORING ORGANIZATION
AND AN UNAFFILIATED CENTER**

THIS AGREEMENT IS ENTERED INTO ON THIS FIRST DAY OF _____, _____ BY
MONTH YEAR

AND BETWEEN _____, HEREINAFTER REFERRED TO AS
UNAFFILIATED CENTER

THE CENTER, AND _____, HEREINAFTER REFERRED TO AS
SPONSORING ORGANIZATION

THE SPONSORING ORGANIZATION OF AN UNAFFILIATED CENTER (SOUC).

This permanent agreement specifies the responsibilities of the SOUC and the center as participants in the U.S. Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP).

In accordance with Title 7, *Code of Federal Regulations*, Part 226 (7 CFR 226),

THE SOUC AGREES TO:

1. Certify that the center **is not currently** enrolled in the CACFP independently or under any other SOUC.
2. Accept final administrative and financial responsibility of the CACFP with no charge to the center.
3. Meet all CACFP agreement conditions with the state agency, such as filing claims and maintaining all required documentation.
4. Train the center in the CACFP requirements prior to starting on the CACFP and provide additional training at least once annually.
5. Provide ongoing technical assistance as needed.
6. Conduct on-site monitoring visits at the center during hours of operation at least three times during each 12-month period in order to review the meal service and CACFP records. Two of the three reviews must be unannounced (their timing must vary), and one of the two unannounced reviews must include an observation of an actual meal service. No more than six months can elapse between reviews and new facilities must be reviewed within the first four weeks of operation.
7. Disburse to the center their reimbursement payments, within five working days of receipt from the California Department of Education (CDE).

THE CENTER AGREES TO:

1. Offer the CACFP to all enrolled participants regardless of race, color, national origin, sex, age, or disability.
2. Adhere to licensing regulations pertaining to sign-in and sign-out procedures.

VENDOR #:

3. Claim only meals served to enrolled participants in attendance.
4. Prepare and serve meals meeting the current CACFP Meal Patterns (Schedule B attached) and portion size requirements for the various age categories of participants as outlined in the meal patterns.
5. Report only one meal per participant at each meal service. Claim meals actually served but no more than two meals and one snack **or** one meal and two snacks per participant per day.
6. Serve meals within the CACFP meal spacing policy:
 - a. Claim only meals served during that part of the day considered appropriate and conventional for the meal being served (i.e., breakfast shall be served in the morning, lunch during the mid-day, and supper shall be served during the evening hours).
 - b. A minimum of two hours shall elapse between the beginning of one meal service and the beginning of another meal service when snacks are served.
 - c. If no snack is served between meals (breakfast, lunch or supper), a minimum of three hours shall elapse between the serving of meals.
 - d. Meals for infants (less than one year of age) may be served at a time consistent with the infant's eating patterns.
 - e. Lunches sent with participants to school are not reimbursable.
 - f. Lunch may be served to school age participants only on days when they are not attending school (vacations, sick days, off track, or when the school they are attending does not offer the National School Lunch Program).
7. Serve meals at no separate charge to enrolled participants.
8. Maintain daily records (and have available for monitor or review) of:
 - a. Menu production records.
 - b. Eligibility and/or enrollment documents for each participant.
 - c. Number of enrolled participants at each meal served.

Meals will be disallowed from the beginning of the month up to the meal observed when documentation is not available for meal counts or menus.
9. Claim for meals within the limits of the licensed capacity. If shifts of care are provided and meals claimed exceed the licensed capacity, maintain complete attendance documentation of "time-in" and "time-out" of all enrolled participants.
10. Submit monthly, complete, and accurate program documents to the SOUC. The required documents are due in the SOUC's office on the _____ calendar day of the month following the month being reported; and must be received no later than the _____ calendar day of the month after the month being reported. **If not serving and claiming meals during the month, a "ZERO" meal count sheet may be submitted to the SOUC.**

VENDOR #:

Documentation received after the _____ calendar day will not be included in the Claim for Reimbursement to the CDE. Inclusion of late submissions in adjusted claims for reimbursement may delay reimbursement to the center. Documentation received after the 15th day of the second month following the claim month may not be reimbursed.

11. Allow the SOUC to retain up to 15% of federal reimbursement (excluding cash-in-lieu) and 30% of the state meal reimbursement for administrative purposes.
12. Reimburse the SOUC for any meals disallowed at this center (excluding administrative amount retained by the SOUC) due to an audit or administrative review.
13. Provide a current copy of the license or license-exempt documentation to the SOUC.
14. Notify the SOUC of any changes in enrollment (i.e., participants added or dropped from participant care).
15. Participate in at least one training session on the CACFP requirements annually provided by the SOUC.
16. Permit representatives of the SOUC, the CDE, or the USDA to review the CACFP operation in this center with announced or unannounced visits.
17. According to the USDA, Food Nutrition Service, Instruction:

“Comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act 1973, Americans With Disabilities Act of 1990, Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (7 *CFR* parts 15 and 15b), 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 effect that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Agency receives federal financial assistance from the Department and USDA, and hereby gives assurance that it will immediately take any measures necessary to effectuate 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, grants 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 which 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 improvement made with federal financial assistance extended to the program applicant by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance, for purchase or rental of service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

“By accepting this assurance, the Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized Department

VENDOR #:

personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department 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 the Department. The persons whose signatures appear on this contract are authorized to sign this assurance on behalf of the Agency."

This center and employees of this center, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the SOUC.

All employees of this center understand this is a federal program and that they are responsible for information provided to the SOUC and that willful falsification or misrepresentation of information on any document may lead to termination from CACFP and/or criminal or civil penalties. Any funds found to be misappropriated by centers will be returned to the SOUC by the center.

BOTH THE SOUC AND THE CENTER AGREE TO:

1. The right of either to cancel this Agreement for convenience. In which case:
 - a. After notifying the CDE, the SOUC agrees to give the center at least 30 days prior written notice of cancellation actions specifying when said actions shall take place.
 - b. The center agrees to give the SOUC at least 30 days prior written notice of withdrawal or transfer from the program specifying when said actions shall take place.
2. The right of the SOUC to initiate action to terminate the center's participation in the CACFP, if the SOUC determines that the center has committed one or more of the serious deficiencies listed in 7 CFR 226. At that time, the center shall be notified of the serious deficiency and administrative review processes. Any appeal by the center of CACFP actions is to be decided between the center and the SOUC.

Keep this agreement on file for review upon request by the state agency.

CERTIFICATION		
We agree to comply with the rights and responsibilities outlined in this Agreement for participation in the U.S. Department of Agriculture, Child and Adult Care Food Program, administered by the State of California. We know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.		
SIGNATURE OF SOUC REPRESENTATIVE	NAME AND TITLE (PRINT)	DATE
SIGNATURE OF CENTER'S BOARD CHAIR / HIGHEST AGENCY OFFICIAL	NAME AND TITLE (PRINT)	DATE

**CACFP MEAL PATTERN FOR INFANTS
SCHEDULE B**

VENDOR #

	BIRTH THROUGH THREE MONTHS	AGES FOUR THROUGH SEVEN MONTHS	AGES EIGHT THROUGH ELEVEN MONTHS
BREAKFAST	4 TO 6 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP. INFANT CEREAL ^{4,5}	6 TO 8 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP. INFANT CEREAL ⁴ 1 TO 4 TBSP. FRUIT AND/OR VEGETABLE
LUNCH OR SUPPER	4 TO 6 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 8 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 0 TO 3 TBSP. INFANT CEREAL ^{4,5} 0 TO 3 TBSP. FRUIT AND/OR VEGETABLE ⁵	6 TO 8 FL. OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} 2 TO 4 TBSP. INFANT CEREAL ⁴ AND/OR 1 TO 4 TBSP. LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR ½ TO 2 OZ. CHEESE OR 1 TO 4 OZ. (VOLUME) COTTAGE CHEESE OR 1 TO 4 OZ. (WEIGHT) CHEESE FOOD OR CHEESE SPREAD 1 TO 4 TBSP. FRUIT AND/OR VEGETABLE
AM OR PM SNACK	4 TO 6 FL OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	4 TO 6 FL OZ. BREAST MILK ^{1,2,3} OR FORMULA ^{1,4}	2 TO 4 FL OZ. BREAST MILK ^{1,2,3} FORMULA ^{1,4} OR FRUIT JUICE ⁶ 0 TO ½ SLICE BREAD ^{5,7} OR 0 TO 2 CRACKERS ^{5,7}

¹ BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.
² FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNGRY.
³ ONLY THE INFANT'S MOTHER CAN PROVIDE BREAST MILK.
⁴ INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.
⁵ A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.
⁶ FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.
⁷ MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.

CACFP MEAL PATTERN FOR OLDER CHILDREN SCHEDULE B

VENDOR #:

BREAKFAST	AGES ONE THROUGH THREE YEARS	AGES THREE THROUGH SIX YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	½ CUP	¾ CUP	1 CUP
Vegetable, fruit or full-strength (100%) juice	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ. ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
LUNCH OR SUPPER			
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
Meat/meat alternates LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ¼ CUP 2 TBSP ½ OZ.** ½ CUP	1-½ OZ. 1-½ OZ. ⅜ CUP OR 3 OZ. 1 EGG ⅜ CUP 3 TBSP ¾ OZ.** ¾ CUP	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 EGG ½ CUP 4 TBSP 1 OZ.** 1 CUP
AM OR PM SNACK (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID	½ CUP	½ CUP	1 CUP
Vegetable, fruit, or full-strength (100%) juice	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ. ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
Meat/meat alternates LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	½ OZ. ½ OZ. ⅛ CUP OR 1 OZ. ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ.	½ OZ. ½ OZ. ⅛ CUP OR 1 OZ. ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ½ CUP ¼ CUP 2 TBSP 1 OZ.

*DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL. **NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL. ***JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT. ****IF YOGURT IS USED AS THE MEAT COMPONENT IN SNACKS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SNACKS.