

**Child and Adult Care Food Program
Unaffiliated Site Information and
Agreement
FY2025**

Section 1 – Site Information/Option to Self-Sponsor:

Child care centers that serve non-residential children 12 years or younger, or disabled children over the age of 12, community-based programs or school districts that offer enrichment activities for at-risk children and teenagers, after the regular school day ends, as well as adults enrolled in adult day care centers can participate in the Child and Adult Care Food Program (CACFP) through the Alaska Department of Education and Early Development (DEED).

What is the Child and Adult Care Food Program (CACFP)?

CACFP is a federally funded nutrition assistance program that provides healthy meals and snacks to young children each day in day care settings, after-school care programs and at-risk afterschool snack/meals program, and at-risk children residing in homeless shelters, and adults who receive care in nonresidential adult day care centers.

Who Can Sponsor the Program?

Organizations and school districts generally sponsor themselves however, sponsors or institutions can operate the CACFP under the auspices of a different sponsoring organization. To participate in the Child Care Food Program, an organization must be providing care to children, providing afterschool activities to school age children/youth, or a community-based day program for adults.

The adult day care center must have approval to provide adult day care services to functionally impaired adults or individuals under the age of 60. The center may be public or private non-profit or for-profit if 25% of the enrolled participants are Title XIX or XX beneficiaries. Child care centers may be independent centers, preschool facilities, or head start organizations.

The At-Risk Afterschool Meals program is available to public entities, including school districts, non-profit organizations and for-profit centers if the program:

- Has regularly scheduled educational or enrichment activities
- Is located in a low-income area,
- Is available to school age children and youth through age 18,
- Is open to all (athletic teams and scholastic clubs that limit membership based on ability or other requirements are not eligible), and
- Is free to children

How many meals may be provided?

Child care and adult day care centers may serve and be reimbursed for up to 2 meals and 1 snack or 2 snacks and 1 meal each day for children/adults in care.

At-Risk Afterschool Meals programs may be reimbursed for one afterschool snack and/or one supper per child per day. Snacks and suppers must be served after school, except on weekends and holidays, when snacks or meals may be served at any time of the day. Programs are reimbursed for a maximum of one snack and/or meal per child per day during the regular school year.

Emergency family shelters may be approved to serve up to three reimbursable meals—breakfast, lunch, and supper—or two meals and one snack, to each child, each day, on weekdays and weekends.

How are institutions reimbursed?

Child Care and Adult Day Care Centers receive payments based on a rate percentage that is calculated once per year, this rate percent tallies household income for all children/adults enrolled in care and is reimbursed accordingly. At-Risk Afterschool Meals programs are reimbursed the highest federal snack or meal reimbursement rate for each snack or meal without regard to family income. Emergency shelters are reimbursed at the highest reimbursement rate for all reimbursable meals.

If an institution wishes to operate the CACFP under the auspices of a sponsoring organization they may receive less reimbursement. The sponsoring organization may keep up to 15% of the meal reimbursement for administrative costs to manage the program, and the center receives the rest for documented food and non-food expenses. If the sponsoring organization is also providing food for the meals, they may retain all of the reimbursement funds.

How can an institution participate on the CACFP?

Directly with the State of Alaska:

- Contact the Alaska Department of Education & Early Development (DEED), Child Nutrition Programs for an application.
- Complete an application and return it to DEED, Child Nutrition Programs.
- Document the institution is financially viable, capable of operating the program and accountable for the federal funds that would be received.
- Take the on-line eLearning courses and receive a pre-approval visit from DEED Child Nutrition Programs staff.

Through a Sponsoring Organization:

- Contact a local agency who is already offering the CACFP.
- Discuss conditions of agreement and program participation under their sponsorship.
- Complete application paperwork with that agency, sign the attached agreement and acknowledgement of terms and transfer procedures.
- Attend sponsor training for CACFP.
- Receive and pass a pre-approval visit from the sponsoring organization.
- Must be a licensed childcare facility (if applicable).

How can a school district participate on the CACFP?

- Contact the DEED, Child Nutrition Programs and attend training; which is dependent on the type of site the school district is sponsoring.

Section 2 – Sponsor/Site Agreement:

Sponsor Name: _____

Site Name & Address: _____

Is site on school property? _____ YES _____ NO – Name of School: _____

Site Contact Person: _____ Telephone: _____

This agreement is made between _____ (Name of Sponsoring Organization) and
_____ (Name of Site).

This agreement begins on _____ (date) and ends on _____ (date).

Food for meals is supplied by: _____ (Name of Sponsoring Organization)

If meals supplied by source other than the above listed Sponsoring Organization, please submit a Vended Meal Agreement to DEED with this document.

1. Meal Service

Check which type of center:

- At-Risk Afterschool Meals Center
- Daycare Center (child or adult care)
- Outside School Hours Care Center

List meals served and days of the week:

Will you be offering snacks or meals on weekends and or holidays during the school year?
_____ YES _____ NO

List meals to be served on weekend days and/or holiday dates during school year:

2. Is site operated principally for the benefit of the students attending an afterschool program (for at-risk afterschool meal programs only)
_____ YES _____ NO

Hours of Program Operation: _____ **Hours of Meal Service:** _____

Program start date: _____

Program end date: _____

3. Educational/Enrichment Activities offered at the afterschool program

The purpose of the after school program(s) is to provide care or afterschool activities for children/teens.
_____ YES _____ NO

What are the educational or enrichment components of the program which is organized to provide children/students with regularly scheduled activities that are structured and organized?

Describe the activities being offered by your program (attach documentation)

4. Recordkeeping

A) How will you (at feeding site) record daily attendance? Who will record? *(list agency and position title)*

B) How will you (at feeding site) record the number of snacks and/or meals served to participants each day? Who will record? *(list agency and position title)*

C) How will the quantities of food be documented? Who will record? *(list agency and position title)*

D) Where will these records be maintained on file (must be in a business office)?

The Responsibilities of the Sponsoring Organization:

- 1) File a monthly claim for reimbursement with the DEED for meals served by the site in compliance with the CACFP regulations.
- 2) Prepare/provide meals that meet the CACFP meal pattern requirements and follow all DEC or MUNI Health and Safety requirements, if applicable.

- 3) Ensure there is a Certified Food Protection Manager on site, if applicable.
- 4) Provide at least one yearly training on the CACFP and provide orientation training to all new staff prior to them working within the CACFP.
- 5) Complete One Month Enrollment Report (for sponsors of child care and outside school hours care centers).
- 6) Provide technical assistance to the site as needed.
- 7) Conduct mandatory review of site at least three (3) times a year by Sponsoring Organization staff. At least two (2) of which must be unannounced.

Additional items for sponsors of unaffiliated sites preparing their own meals: **circle if N/A**

- 1) Reimburse site agency within 5 days of receiving reimbursement from DEED.
- 2) Attach to the reimbursement check the amount of the reimbursement, clearly stating the administrative fees that are being deducted. Include the numbers and types of meals being reimbursed, and any discrepancies between submitted meal count and reimbursed meal count.
- 3) Reimburse the site for all operational costs and only keep ____% (not to exceed 15% of meal reimbursement) for administrative costs incurred by the sponsoring organization.
- 4) Have administrative procedures to ensure compliance including serious deficiency process and appeal procedures and provide appeal procedures to site agency.
- 5) Review the site's nonprofit food service during review process to ensure they are using all funds for CACFP activities.

The Responsibilities of the Child Care Center/Outside School Hours Care Center/Afterschool Program:

- 1) Operate licensed child care center or an afterschool program for children/teens or adults.
- 2) Attend mandatory yearly training provided by the sponsoring organization.
- 3) Promptly inform sponsoring organization of all new staff hired throughout the year.
- 4) Provide information necessary to complete One Month Enrollment Report (for sponsors of child care and outside school hours care centers, and adult care centers).
- 5) Serve meals in a manner that conforms to all CACFP regulations.
- 6) Provide adequate supervision during the meal service.
- 7) Ensure that no parent or non-program adult consumes foods from child's meal.
- 8) Record the children's meals at the point of service at each meal service.
- 9) Maintain and submit promptly all reports and records that the sponsor requires within ____ days of end of serving month.
- 10) Keep records on site for a minimum of 3 years plus the current year.
- 11) Ensure that all staff involved in food service have their Food Worker Cards documentation on file.
- 12) Comply with civil rights laws and regulations.
- 13) Comply with sanitation guidelines and assure food quality and safety.
- 14) Ensure there is a Certified Food Protection Manager on site, if applicable.
- 15) Report to the sponsor any other problems regarding the meal services.
- 16) Additional items from sponsoring organization: _____

Additional items for sites preparing their own food:

- 1) If sponsoring organization does not supply food, submit DEC or MUNI Permit for kitchen and inspection reports to sponsor prior to start-up.
- 2) Review menus and production records daily to assure that all meals served meet the minimum meal pattern requirements.
- 3) Keep all financial records to show that site agency is maintaining a non-profit food service. Records will be maintained for current year plus 3 years.
- 4) Keep menu documentation records such as CN labels, grain labels, recipes, etc. and submit all to sponsoring organization.
- 5) Additional items from sponsoring organization: _____

Termination of Agreement or Site Transfer to New Sponsor

- 1) If sponsor is providing food to the site, the sponsoring organization may suspend or terminate the site's participation in the CACFP for serious or repeated violations of the terms of this agreement with _____ calendar days written notice.
- 2) If sponsor is not providing food to the site, the sponsor must follow their Serious Deficiency procedures (must attach to this agreement) if violations of the terms of this agreement before terminating site and providing appeal rights.
- 3) Either party may terminate this agreement for convenience (violations to the contract have not taken place) by providing the other party with _____ calendar days written notice.
- 4) The site may transfer to a new sponsor by submitting written notice of intent to transfer. Refer to "*Section 3 - DEED Sponsor/Site Transfer Procedure*" for more information.

Section 3 – DEED Sponsor/Site Transfer Procedure:

An unaffiliated site may transfer to another sponsoring organization only once per year (12 month period). Only sites in good standing are eligible to transfer to another sponsor. The site must give written notice of intent to terminate her/his agreement and intent to transfer to another sponsor to her/his current sponsor and to the new sponsor **no later than _____ days prior to the effective date** of the termination and transfer. A site cannot participate with more than one sponsor during any one month.

Definition: An unaffiliated site in good standing is one who is not currently seriously deficient with CACFP.

Additional clarification of this policy:

An unaffiliated site in good standing may transfer to another for “convenience”. The unaffiliated site may not transfer again for 12 months from the start date of participation with the second sponsor.

For purpose of definition, an unaffiliated site who participated in the CACFP for any portion of the previous 12 months is considered a transfer. An unaffiliated site who has a current agreement with a sponsor is considered participating in the CACFP until a termination letter is sent to the sponsor. Even though an unaffiliated site may be inactive, unless the site has terminated their agreement, the unaffiliated site is considered participating with the sponsor.

Procedure for transfer:

- **The unaffiliated site must give notice of intent to transfer** to the current sponsor and new sponsor no later than _____ days prior to the effective date of the transfer. The notice must be in writing and include the following:
 1. The effective date of the termination of the agreement
 2. The intent to transfer to another CACFP sponsor
 3. The name of the sponsor the site will be transferring to
 4. Any remaining equipment and where it will be used
 5. Any remaining food and non-food items and where it will be used
 6. Remaining funds and how they will be used

When a site chooses to transfer from one sponsor to another, measures must be taken to ensure nothing purchased using USDA CACFP funds from origin sponsor is transferred to the new transferring sponsor (i.e. no property or equipment owned by previous sponsor).

- **The new sponsor is required to conduct both a pre-approval visit** and a monitoring visit within the unaffiliated site’s **first four weeks** of participation with the sponsor.

Exception:

There may be extenuating circumstances which would cause an exception to the transfer policy. Such situations must receive prior approval from Child Nutrition Programs.

Recruitment:

Sponsoring organizations must take measures to ensure that recruitment attempts are conducted on unaffiliated sites who are not participating in the CACFP with a different sponsor. However, if contacted by an unaffiliated site, a sponsor may provide information on administration of the CACFP.

Section 4 – Assurance, Certification, and Signatures:

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 Department of Agriculture (7 CFR Part 15), Department of Justice Enforcement Guidelines, (28 CFR Parts 35, 42 and 50.3) and 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 basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program application received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures 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 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 reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation 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, or DEED 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 the behalf of the Program applicant.

Certification:

I certify that I have read and understand the information on this agreement and that it is true and accurate to the best of my knowledge. I understand this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

I have read and understand that this institution has the right to apply for the CACFP through the state of Alaska Child Nutrition Programs, and have declined this option. I understand that the sponsoring organization listed above may retain up to 15% of my meal reimbursement for administrative expenses if our agency prepares the meals. I understand that no meals may be claimed for reimbursement if they are served prior to the receipt and signature of this document by all necessary parties.

Signature of Responsible Fiscally Responsible Authority of Unaffiliated Site or School District

Name of Fiscally Responsible Authority of Unaffiliated Site or SD Phone # Date

Name of School District (if applicable):

Signature of Responsible Fiscally Responsible Authority of Sponsoring Organization

Name of Fiscally Responsible Authority of Sponsoring Organization Phone # Date

<i>For sites transferring to a new sponsor only:</i>		
_____ Printed Name of Fiscally Responsible Authority of New Sponsoring Organization		
_____ Signature of Fiscally Responsible Authority of New Sponsoring Organization		_____ Date
<i>For sites transferring to a new sponsor only:</i>		
_____ Printed Name of Fiscally Responsible Authority of New Sponsoring Organization		
_____ Signature of Fiscally Responsible Authority of New Sponsoring Organization		_____ Date